

## Appendix A: QUESTIONNAIRE

### COMPANY PROFILE

1. Please provide your company's official registered name, Dun & Bradstreet (D&B) number, and primary corporate office location.  
**PPG Architectural Finishes, Inc. 026627919**  
**400 Bertha Lamme Drive, Cranberry Township, PA 16066**
2. Please provide a brief history of your company, including the year it was established.  
**PPG Industries' vision is to continue to be the world's leading coatings and specialty products company. Founded in 1883, PPG serves customers in industrial, transportation, consumer products, and construction markets and aftermarkets. With global headquarters in Pittsburgh, Pa., PPG operates in more than 70 countries around the globe. PPG continues to expand through organic growth along with key acquisitions of industry leading organizations within targeted segments.**
3. Who is your competition in the marketplace?  
**Sherwin Williams, Behr, Benjamin Moore, Kelly-Moore Paint**
4. What are your overall annual sales for last three (3) years?

<b>2020</b>	<b>unavailable at this time</b>
<b>2019</b>	<b>\$15,146</b>
<b>2018</b>	<b>\$15,374</b>
<b>2017</b>	<b>\$14,748</b>
5. What are your overall public sector sales, excluding Federal Government, for last three (3) years?  
**60% of PPG's overall sales are from our Performance coatings segments including; Architectural Coatings, Aerospace, Automotive Refinish and Protective and Marine Coatings. 40% of overall sales are from our Automotive OEM coatings, Industrial Coatings, Packaging Coatings and Special Coatings and Materials. Approximately 2% of PPG's overall sales are from the education segment.**
5. What differentiates your company from competitors in the public sector?  
**PPG is a leader in the paint industry offering an extensive line of products and sundries that satisfy virtually every painting scenario within a member's business model. PPG is a pioneer in the industry for developing new products that are capable of saving time and money for the customer while improving the quality of the job. PPG is one of the only paint companies capable of providing products across North America through company owned locations, guaranteeing consistent products and pricing. PPG has the ability to not only provide paint and sundry materials but also has a business division, "PPG Services", that works directly with authorized local contractors to provide application of the materials at a competitive price.**
6. Please provide your company's environmental policy and/or sustainability initiative.  
**At PPG, we continue to enhance and strengthen our sustainable operations and bring life to our purpose and promise: We protect and beautify the world™. Our sustainability goals serve as a guide for our businesses and locations to embed sustainability into their day-to-day operations and measure their progress. We are committed to delivering lasting value for stakeholders and customers by operating with integrity, working safely, respecting the contributions of our people, preserving the environment and supporting the communities where we operate.**  
**Sustainability Goals:**
  - 33% of Sales derived from sustainably advantaged products and processes**
  - 32% Improvement in spills and releases rate**
  - 25% Reduction in waste disposal intensity**
  - 4% Reduction in greenhouse gas emissions intensity**
  - 3% Reduction in water intensity**
  - 1% Reduction in energy intensity**

8. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

Yes

No

<https://corporate.ppg.com/Purchasing/Diversity-Suppliers.aspx>

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

Yes

No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

**PPG works with diversity partners on any opportunity that presents itself. In March/April 2021, PPG will be utilizing EPRO which will allow suppliers/vendors to register with PPG to provide services along with identifying the type of diverse company status they have. One area where PPG may use diverse partners is through our PPG SERVICES program where PPG offers application services for our products.**

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

Yes

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

9. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE  Yes  No

List certifying agency: \_\_\_\_\_

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE  Yes  No

List certifying agency: \_\_\_\_\_

c. **Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE  Yes  No

List certifying agency: \_\_\_\_\_

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB  Yes  No

List certifying agency: \_\_\_\_\_

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone  Yes  No

List certifying agency: \_\_\_\_\_

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: N/A

**PRICING/PRODUCTS/SERVICES OFFERED:**

10. Please outline your products being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.

**For the purpose of this RFP, PPG is including Paints, Related Supplies, Equipment and Services. Paint products include an extensive list of more than 35,500 manufactured products including Architectural Finishes, Performance Coatings and Specialty Products. Our full line of available sundries include brushes, rollers, abrasives, caulking products, masking products, safety equipment, cleaning materials, painters tools, aerosols, wallcovering adhesives, spray equipment and many more. Because we are offering a discount off our complete retail price lists, all products are available to Region 10 and Equalis members. PPG also has specific lines of paint products that are NO VOC and anti-microbial to defend against mold, mildew and some viruses. In addition, PPG has added a full line of disinfectant sprays that will kill many viruses including the Covid 19 virus.**

11. Please outline your services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.

**PPG has over 950 outside sales representatives across North America working in our Company owned stores network. All of these representatives are employed by PPG with a primary focus selling architectural and high performance products along with related paint items. In addition to the outside sales force, there are more than 900 company owned stores utilized as distribution points for our products. Each member will be assigned an (ADM) Account Development Manager to personally manage their account.**

**The local PPG ADM will make calls on the members and support their coatings programs with items such as product recommendations/specifications, color matching, color tools, sundry support and general industry knowledge in support of specific member projects.**

**Member's orders are prepared in the store and typically ready for pick up within the hour. Orders scheduled for delivery are typically delivered within 24 hours at NO CHARGE to the customer.**

**Our PPG SERVICES program is offered to all members when a full material and application request is made. Each PPG SERVICES agreement is bid on by local authorized contractors and priced based on the scope of the project.**

12. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

No

13. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

Yes

No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

14. Does pricing submitted include the required administrative fee?

Yes

No

15. Define your invoicing process and standard terms of payment.

**All requests for credit terms by individual Members are subject to credit review. Accounts are set up for each individual Member and orders are placed and processed by the member directly to the servicing PPG store location. We have available a centralized contact point to provide the servicing location for any member seeking that information. Accounts established for Members are done so centrally, attaching them to the Region 10 tracking and price quote codes in order to ensure proper delivery of the program to the Members and sales tracking. Members are responsible for their individual PPG account. PPG direct purchase terms are Net 30.**

**PERFORMANCE CAPABILITIES:**

16. States Covered - Respondent must indicate any and all states where products and services are being offered.

**50 States & District of Columbia (Selecting this box is equal to checking all boxes below)**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Kentucky       | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Louisiana      | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Maine          | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Maryland       | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> California           | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Montana        | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Nevada         | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> New York       | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming        |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

17. List the number and location of offices, or service centers for all states being proposed in solicitation.

**PPG has over 950 outside sales representatives across North America working in more than 900 company owned stores utilized as distribution points for our products. Currently there are more than 4,000 authorized Dealer locations dedicated to servicing PPG customers in the US, PR and Mexico.**

18. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct
- Authorized distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other

19. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.

**Accounts are set up for each individual customer and orders are placed and processed by the Member directly to the servicing PPG store location. Accounts established for Members are done so centrally, attaching a PPG National tracking number to each account which automatically assigns the proper tracking and price quote codes in order to ensure proper delivery of the program to the members along with monthly sales tracking.**

20. Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).

**PPG's 900+ Company store locations are typically open from 7:00 AM to 5:00 PM Monday through Friday. Most stores are also open 7:00 AM to 12:00 PM on Saturday. Hours of stores operations may vary based on market served, daylight savings time and the part of the country where they are located. PPG also has a 1-800 phone line for customer service that is managed 24/7. Most issues are typically managed within the local market by our Regional Management Team. If issues are larger in scope, they will be escalated to the Region 10 national account manager or our Headquarters service team.**

21. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?

**PPG provides product training as needed for members and their contractors. Much of this is handled through local representation at the member site. Complete product information and Technical Data Sheets are available and PPG personnel are available to assist with product selection before a project begins. Training is available for all members and is scheduled upon request. PPG's Service hotline is also available 24/7 for product questions.**

22. Provide your safety record, safety rating, EMR and worker's compensation rate where available  
**EMR rating is EMR 0.78**

23. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

**The national Sales manager is responsible for working with PPG's finance team to produce sales reports on monthly, quarterly or annual basis. It is a normal part of our process to generate custom reports for customers to track sales and product usage by account along with calculating any rebate or fee for Equalis. Customer reports can be tailored to Equalis Group's template or custom.**

24. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

**PPG is capable of working with Equalis Group to produce custom reports on request including sales, product usage, and billing by location for each eligible location.**

**QUALIFICATION AND EXPERIENCE:**

25. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Bob Schillinger  
Title: National Sales Manager  
Company: PPG Architectural Finishes, Inc.  
Address: 6528 Crescent View Dr  
City: St Louis State: MO Zip: 63129  
Phone: 314-346-6428 Fax: \_\_\_\_\_  
Email: robert.schillinger@ppg.com

Account Manager / Sales Lead

Contact Person: Ed Tinney  
Title: Sr. Corporate Account Manager  
Company: PPG Architectural Finishes, Inc.  
Address: 5863 Brookstone Trace NW  
City: Acworth State: GA Zip: 30101  
Phone: 770-880-6405 Fax: \_\_\_\_\_  
Email: ed.tinney@ppg

Contract Management (if different than the Sales Lead)

Contact Person: Same as Account Manager  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Billing & Reporting/Accounts Payable

Contact Person: Same as Account Manager  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Marketing

Contact Person: Same as Account Manager  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

26. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference: **See attached**

Entity Name  
Contact Name and Title  
City and State  
Phone Number  
Years Serviced  
Description of Services  
Annual Volume

27. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
Premier	PP-FA-735	2/28/2022
E&I	CNR01394	4/30/2021
Sourcewell	121219-PPG	1/15/2025
GSA	GS-21F-0062U	4/28/2023
TXMAS	TXMAS-18-51V10	5/1/2023
Buyboard	577-18	11/30/2021

28. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

**PPG's process for implementation of an award is to create an internal launch program. This program involves program training at both PPG's sales management level and the servicing level. Detailed information regarding all program information is provided to every sales force member (outside representatives and servicing location managers) and made available at a moment's notice. All information is communicated electronically to all distribution channels. This information is used to make contact with cooperative members in order to promote the benefits of the coatings program. Regular training classes are conducted virtually with sales region to continue promoting the cooperative agreement and to ensure all new sales people understand how to utilize the cooperative agreement. PPG has experienced a very successful program with Sourcewell over the last several years. Zach Heidmann ([Zach.Heidmann@sourcewell-mn.gov](mailto:Zach.Heidmann@sourcewell-mn.gov)) is the contract manager.**

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

**PPG is licensed to do business in all states. All PPG products offered meet existing regulations. PPG products meet or exceed National AIM Rule requirements for VOC and PPG also has products available to meet most local VOC requirements if stricter than the national rule.**

30. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

**Not Applicable**

31. Felony Conviction Notice – Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

**VALUE ADD:**

32. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

**PPG's sales manager will work with marketing team to create sales materials to be distributed to PPG's sales team along with members of Region 10 / Equalis Group.**

**A launch memo will be created and distributed to all PPG sales teams and distribution locations sharing details of the agreement along with guidelines for engaging members.**

**PPG will send an email blast to all Equalis Group members (assuming we are provided email addresses) to announce the award of the agreement.**

**An intranet folder will be created on PPG's corporate account website that contains agreement detail, marketing pieces and member information. This folder is easily accessed by all PPG sales teams.**

**Sales Manager will immediately begin conducting virtual training for sales regions across the country to announce program and expectations for sales teams to get engaged with Equalis Group members.**

**Sales teams will begin contacting members to announce PPG's contract to discuss paint requirements and share relevant marketing materials.**

**PPG sales manager will create a national sales number which will be attached to all member accounts, used to properly assign pricing and to track all member sales.**

33. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

**PPG will provide logos for use to promote the contract in digital and print format**

34. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$ 250,000 in year one

\$ 500,000 in year two

\$ 1,000,000 in year three

35. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**PPG would like to see Equalis Group announce and promote the award to its members, encouraging members to purchases form the awarded vendor.**

**Any support from Equalis Group sales teams would be a benefit, if available.**

**Support from Equalis Group to PPG when a member has legal questions regarding the contract or its implementation**

**Support from Equalis Group to promote PPG at trade shows, etc.**

**Help with marketing ideas to create joint marketing materials that would be distributed to current and potential members.**

**Participation from Equalis Group on PPG training calls as requested.**

**Provide a detailed list of members that includes name, address, contact names where available, contact numbers and email addresses if available.**



## Appendix B: PRICING

### Attachment B

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

Pricing must be entered into each worksheet within the Attachment B as follows:

#### Products/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC.

#### Other Pricing & Discounts

- This worksheet is provided as a supplement to allow respondents to provide pricing by category or other broad definition in addition to or in lieu of the Products/Services Price List.
- Respondents may provide a calculation for pricing on all products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, tech support, training, and other services not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts may be provided here

### **Not to Exceed Pricing**

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

### **Other Discounts or Enhanced Pricing**

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

**PPG will provide Equalis Group a 2% rebate on total sales dollars tracked for Region 10 / Equalis Group members.**

**All PPG Manufactured products will be priced offering a 50% discount off our list price**

**All Non-PPG Manufactured Sundry items will be priced at 20% off list price. Ladders and spray equipment is not included in the discounts items.**

**PPG is offering the full product line to members of the Equalis Group. This gives access to tens of thousands of products.**

**PPG promotes "Bulk Buy" program a couple of times a year. During this period, members will be offered additional discounts on items purchased in full box, bulk quantities.**

### **Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

**Ladders and Spray equipment are not included in the discounted items. Cost for these items will be quoted on as needed bases.**

**Non tinted merchandise in good condition is eligible for refund/exchange with original invoice within 60 days. Tinted merchandise cannot be returned.**

**All standard deliveries utilizing the PPG Company delivery service is FREE of Charge to all members.**

**Emergency or non-standard orders requiring outside delivery services may be placed on a common carrier and the cost associated will be passed on to the customer. All freight cost will be reviewed with the member prior to shipping the order.**

### **Appendix C: CERTIFICATES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above. N/A

### **Appendix D: VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

**PPG incorporates the Centralized Delivery Management System into our network of stores. This delivery system offers FREE Delivery from PPG stores direct to members. On average, we have more than one delivery vehicle per store. Each delivery vehicle is equipped with a GPS, offering a guaranteed delivery window to customers. Incoming orders are managed by our Delivery Manager and routed to the delivery drivers based on current location and most efficient delivery parameters.**

**Most PPG Paint Products offered on this RFP meet MPI and LEED criteria. PPG also has products included in this RFP that also meet The Collaborative for High Performance Schools (CHPS) "Low Emitting Products" criteria Section 01350, which was developed in California to oversee the nation's first green building rating program especially designed for K-12 schools. The mission of the Collaborative for High Performance Schools is to facilitate the design, construction and operation of high performance schools. PPG continues to manufacture products to meet or exceed the new VOC requirements and offers several products that have NO VOC's.**

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

- We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

3/4/21  
Date

  
Authorized Signature & Title  
National Sales Manager

**SIGN HERE**

**CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name PPG Architectural Finishes, Inc.

Address 400 Bertha Lamme Drive

City/State/Zip Cranberry Township, PA 16066



Telephone No. 910-515-0538

Fax No. 855-292-6543

Email address bids@ppg.com

Printed name Robert Schillinger

Position with company National Sales Manager

Authorized signature  

Term of contract \_\_\_\_\_ to \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent Date

\_\_\_\_\_  
Print Name

Equalis Group Contract Number \_\_\_\_\_

#### **Appendix F: ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

#### **FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:**

- DOC #11 Arizona Contractor Requirements

#### **FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

#### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.



**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: PPG Architectural Finishes, Inc.

Title of Authorized Representative: National Sales Manager

Mailing Address: 400 Bertha Lamme Drive, Cranberry Township, PA 16066

Signature:  



**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: PPG Architectural Finishes, Inc.

Title of Authorized Representative: National Sales Manager

Mailing Address: 400 Bertha Lamme Drive, Cranberry Township, PA 16066


Signature:  

**DOC #3 LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Respondent

**SIGN HERE**

3/4/21  
\_\_\_\_\_  
Date



## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
Signature of Respondent



3/4/21  
Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** PPG Architectural Finishes, Inc.

**ADDRESS** 400 Bertha Lamme Drive

Cranberry Township, PA 16066

**PHONE** 910-515-0538

**FAX** 855-292-6543

**RESPONDANT**

Signature

Mary Goltz

Printed Name

National Bid Manager

Position with Company

**SIGN HERE**

**AUTHORIZING OFFICIAL**

Signature

Robert Schillinger

Printed Name

National Sales Manager

Position with Company

**SIGN HERE**

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

PPG Architectural Finishes, Inc.	400 Bertha Lamme Drive Cranberry Township	Com
pany Name	Address	
	PA	16066
State	City	Zip

**DOC #10 FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? RS  
(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? RS  
(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? LS  
(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? LS  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? B  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? BS  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? RS  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? BS  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? BS  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? RS  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? RS  
(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? RS  
(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? RS  
(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? RS  
(Initials of Authorized Representative)



By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

PPG Architectural Finishes, Inc.

Company Name



Signature of Authorized Company Official

Robert Schillinger

Printed Name

National Sales Manager

Title

3/4/21

Date

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent



3/4/21

Date

**DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Robert Schillinger \_\_\_\_\_, an authorized representative of PPG Architectural Finishes, Inc. \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
Authorized Signature and Title



National Sales Manager

3/4/21  
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: PPG Architectural Finishes, Inc.  
Street: 400 Bertha Lamme Drive  
City, State, Zip Code: Cranberry Township, PA 16066

State of Missouri

County of St. Louis

I, Robert Schillinger of the St. Louis  
Name City

in the County of St. Louis, State of Missouri of full  
age, being duly sworn according to law on my oath depose and say that:

I am the National Sales Manager of the firm of PPG Architectural Finishes, Inc.  
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by


PPG Architectural Finishes, Inc.  
Company Name

  
Authorized Signature & Title National Sales Manager

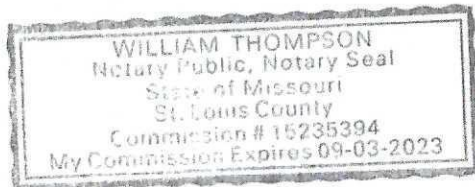
SIGN HERE

Subscribed and sworn before me

this 4th day of March, 2021

  
Notary Public of Missouri  
My commission expires 09/03, 2023

SEAL



Company Name: PPG Architectural Finishes, Inc.  
Street: 400 Bertha Lamme Drive  
City, State, Zip Code: Cranberry Township, PA 16066

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
- 2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_ x
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
Authorized Signature and Title \_\_\_\_\_  
National Sales Manager



3/4/21  
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent



**SIGN HERE**



**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.
  - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

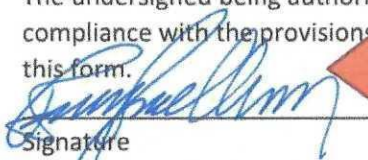
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	PPG Architectural Finishes, Inc.		
Address:	400 Bertha Lamme Drive		
City:	Cranberry Township	State: PA	Zip: 16066

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.



**SIGN HERE**

Robert Schillinger

National Sales Manager

Signature

Printed Name

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

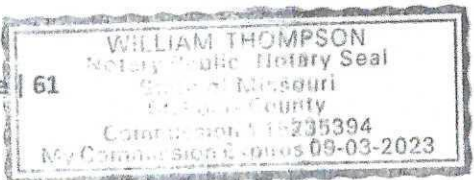
- Partnership
- Sole Proprietorship
- Limited Liability Partnership
- Corporation
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>4th</u> day of <u>March</u> , 2021.	 (Affiant)
(Notary Public) 	Robert Schillinger National Sales Manager (Print name & title of affiant)
My Commission expires: <u>09/03/2023</u>	(Corporate Seal)

SIGN HERE



**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
Pittsburgh District Office  
1000 Liberty Avenue  
Federal Building, Room 2103  
Pittsburgh, PA 15222



Certified Mail, Return Receipt Requested

April 05, 2019

Gary Hyek  
Manager, R&D Facilities Services  
PPG Industries Inc.  
1 PPG Place  
3<sup>rd</sup> Floor  
Pittsburgh, PA 15222

Dear Mr. Hyek:

The U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices of PPG Cranberry located at 400 Bertha Lamme Drive, Cranberry Township, PA.

During the compliance evaluation process we found no apparent violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (Section 4212) or Executive Order 13496. The Director of OFCCP or the Regional Director may modify this determination within 45 calendar days of the issuance of this letter.

The OFCCP appreciates the cooperation of you and your staff during the conduct of the compliance review.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tracie Brown".

TRACIE BROWN  
District Director

cc: Kristen Canale  
Manager, Employee Relations





PPG Architectural Finishes, Inc.  
Headquarters:  
400 Bertha Lamme Drive  
Cranberry Township, PA 16066

REFERENCES:

**University of Alabama**

1500 Flint River Drive  
Tuscaloosa, AL 35404  
Robin Schmitt  
[rschmitt@fa.ua.edu](mailto:rschmitt@fa.ua.edu)  
205-348-5385  
Provide Paints and related Supplies  
2015- Present  
\$86,000.00

**State of Ohio**

4200 Surface Road  
Columbus OH 43228  
Adam Williamson  
[Adam.williamson@das.ohio.gov](mailto:Adam.williamson@das.ohio.gov)  
614-466-6746  
Provide Paints and related Supplies  
2014-Present  
\$150,000.00

**State of Tennessee**

312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Birt Parker  
[Parker.birt@tn.gov](mailto:Parker.birt@tn.gov)  
615-291-5948  
Provide Paints and related Supplies  
2016-Present  
\$200,000.00