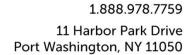




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Proposal

Solicitation Number 21-14
Request for Proposal
Warehousing, Material Handling, and Production Support





August 25, 2021

Region 4 Educational Service Center 7145 West Tidwell Road Houston, TX 77092

RE: Solicitation Number 21-14, RFP for Warehousing, Material Handling, and Production Support

To Whom It May Concern:

Global Industrial is grateful for the opportunity to submit our proposal to Region 4 Educational Service Center for the above referenced solicitation. On the following pages, we will demonstrate that Global Industrial is a strong national partner for public agencies, offering accountability, integrity, customer service and warehousing, material handling and production support solutions that deliver both value and cost efficiency.

We are united by the core values of accountability, integrity and customer service. These three values have been heavy entwined in our day-to-day operations at every level since 1949. Global Industrial's associates are experts at creating relationships with customers that are valued and trusted, going far beyond providing product information. These attributes are executed with a sense of urgency as part of our commitment to our customers. We further operate with a high level of integrity in our quest to be the go-to-destination for solutions for today's dynamic and changing environment. Global Industrial doesn't compromise on ethics and always strive to honor our obligations to others. We are honest and up-front with our customers because that's what we want as customers. That's why our focus on customer service includes a willingness to evolve to meet the needs of our customers. Finally, as a company, Global Industrial embraces new ideas and relies on collaboration and teamwork to continuously improve how we meet these core values, and our customers' needs.

We Can Supply That® is more than our mantra – it's our state of mind. Global Industrial has a genuine desire to exceed expectations with everything we do. We look forward to a possible partnership with Region 4 Educational Service Center. Should you have any questions regarding our proposal, please feel free to contact me.

Regards,

Christopher Solomon
Vice President, Government Sales

We can supply that:

11 Harbor Park Drive, Port Washington, New York 11050

Phone: +1 (516) 608-7605 **Mobile:** +1 (949) 280-5047 **Fax:** 516-608-7592

Email: CSolomon@globalindustrial.com **Web:** https://www.globalindustrial.com



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Tab 1 Draft Contract and Offer and Contract Signature Form (Appendix A)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as	of, 202	X by and bei	tween		
	("Contractor") and			Service	Cente
("Region 4 ESC") for the purchase of products and services").					("the
	RECITALS				
WHEREAS, Region 4 ESC issued Recto which Contractor provided a respon			for	(("RFP")

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project

- agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

- acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) <u>Registered Sex Offender Restrictions.</u> For work to be performed at schools, Contractor agrees 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 or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

- material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) <u>Marketing</u>. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) <u>Legal Obligations</u> . It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
The rest of this page left intentionally blank. Addendum A to Appendix A to follow.

ADDENDUM A TO APPENDIX A: DRAFT CONTRACT

- 10. Adding Authorized Distributors/Dealers. Strike last sentence of clause.
- 11. Termination of Contract
 - a. Cancellation for Non-Performance or Contractor Deficiency Strike last sentence of clause. Append to clause: Any purchase orders placed up to and including the date of termination shall be paid in accordance with agreed upon payment terms, even if invoice is received in new fiscal year. Orders containing items deemed non-cancellable and/or non-returnable cannot be cancelled. In no event shall Seller be liable for any indirect, special, incidental, or consequential damages or penalties.

 b. Termination for Cause Strike third sentence. Append to clause: Any purchase orders placed up to and including the date of termination shall be paid in accordance with agreed upon payment terms.
 - and including the date of termination shall be paid in accordance with agreed upon payment terms, even if invoice is received in new fiscal year. Orders containing items deemed non-cancellable and/or non-returnable cannot be cancelled. In no event shall Global Industrial be liable for any indirect, special, incidental, or consequential damages or penalties.
 - c. Delivery/Service Failures Strike second sentence. Append to clause: Any purchase orders placed up to and including the date of termination shall be paid in accordance with agreed upon payment terms, even if invoice is received in new fiscal year. Orders containing items deemed non-cancellable and/or non-returnable cannot be cancelled. In no event shall Global Industrial be liable for any indirect, special, incidental, or consequential damages or penalties.
 - e. Standard Cancellation Append to clause: Any purchase orders placed up to and including the date of termination shall be paid in accordance with agreed upon payment terms, even if invoice is received in new fiscal year. Orders containing items deemed non-cancellable and/or non-returnable cannot be cancelled.
- 14. Delivery Stricken in its entirety. Replace with the following: Global Industrial will make a good faith effort to provide products within the requested time frame. However, some products may require longer lead times due to constrained availability, production, and manufacturer lead times. Lead times are available on the Global Industrial website (www.globalindustrial.com) and updated shipment dates are emailed to the buyer when available. Standard freight and shipping charges will be reflected on all quotes, orders, and invoices as prepaid and added, FOB Origin, unless otherwise indicated. Standard LTL shipments shall be dock to dock. Standard small package shipments shall be dock to door. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only). Orders containing items deemed non-cancellable and/or non-returnable cannot be cancelled.
- 15. Inspection and Acceptance Append to clause: Any rejection for nonconformance of goods shall be made within five (5) days of delivery, or goods shall be deemed accepted.
- 16. Payments Stricken in its entirety. Replace with the following: Pending credit approval of the participant, payment terms shall be net sixty (60) days from date of invoice.
- 17. Price Adjustments First paragraph, strike second sentence through rest of paragraph. Replace with the following: Global Industrial does not use Manufacturer's Suggested Retail Price, but instead will offer a 10% discount off our already reduced list price. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products reduced for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any discount. Freight and shipping charges are also ineligible for discount. Quoted prices will be honored for fourteen (14) days from the quote date, unless otherwise indicated.
- 18. Audit Rights Strike "at Contractor's sole cost and expense."
- 20. New Products/Services Append to clause: New product offerings are added to the Global Industrial website on a regular basis. Global Industrial will not submit additions to the eligible products to Region 4 ESC but will make these products available to participants on the Global Industrial website.
- 22. Warranty Conditions Stricken in its entirety. Replace with the following: All warranties from the original manufacturers are hereby irrevocably assigned to participants and all documents evidencing the same will be included with the items. Global Industrial will assist participants in maintaining continuity of such warranties, and shall take all reasonable steps to assist participants in asserting and processing warranty claims directly with the manufacturers.
- 29. Funding Out Clause Append to clause: Any purchase orders placed up to and including the date of termination due to the non-appropriation of funds shall be paid in accordance with agreed upon payment terms, even if invoice is received in new fiscal year. Orders containing items deemed non-cancellable and/or non-returnable cannot be cancelled. Contractor requests participant not place any Purchase Order if funds have not been appropriated therefor.

- 30. Indemnity Stricken in its entirety. Replace with the following language: Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third party claims, losses and expenses arising out of or resulting from the actions of the Contractor or Contractor employees in the preparation of the solicitation and the later execution of the Contract. Any litigation involving any of Region 4 ESC, its administrators or employees and agents will be in Harris County, Texas. Contractor's obligation to indemnify shall only exist if an indemnified party (1) gives Contractor prompt written notice of any such indemnification claim; (2) grants Contractor control of the defense and resolution of the indemnification claim; (3) assists fully in the defense of the indemnification claim; and (4) provides Contractor a copy of each communication relating to the indemnification claim that it receives from the claimant. Notwithstanding the foregoing, the indemnification provided hereunder shall not exceed the aggregate amount of \$1,000,000. This indemnity shall expire two years after the expiration of this Agreement, and shall not apply to any consequential, indirect, incidental, special, punitive, loss of profit, or lost opportunity damages.
- 31. Marketing Append to clause: Region 4 ESC must obtain written consent from Global Industrial prior to using the company name and logo within website, marketing materials and advertisement.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name	Global Equipment Company Inc.	
Address	11 Harbor Park Drive	
City/State/Zip	Port Washington, NY 11050	
Telephone No.	(949) 280-5047	
Email Address	csolomon@globalindustrial.com	
Printed Name	Christopher Solomon	
Title	Vice President, Government Programs	and the second s
Authorized signature		
Accepted by Region 4 ESC	*Signature/submission is subject to exceptions submitted hereir	1.
Contract No.	_	
Initial Contract Term	to	
Region 4 ESC Authorized Bo	pard Member Da	te
Print Name		
Region 4 ESC Authorized Bo	pard Member Da	te
Print Name		

For questions pertaining to this proposal please contact: Brittany Garrett, Educational Contract Specialist. Email: bgarrett@globalindustrial.com / Phone: (678) 745-9817



Tab 1 Terms and Conditions Acceptance Form (Appendix B)

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Please see redlined Draft Contract (Appendix A)	
III. Instructions to Offerors, 22. Samples / Page 10	all materials conform to all applicable requirements of	Append to clause: Global Industrial will make a good faith effort to provide samples within the requested time frame. However, some products may require longer lead times due to constrained availability, production, and manufacturer lead times.	

	1		
	may no longer be considered for failing to submit samples as requested.		
IV. Evaluation Process and Criteria, 2A, ii, Products/Pricing / Page 11	the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)	Strike "including freight". Replace with the following: Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a discount off our already reduced list price. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products reduced for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any discount. Freight and shipping charges are also ineligible for discount. Freight and shipping charges will be reflected on all quotes, orders, and invoices as prepaid and added, FOB Origin, unless otherwise indicated. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).	
Appendix A, Draft	Contractor is prohibited from	Strike fourth sentence.	
Contract, 10.	authorizing additional		
	distributors or dealers, other		
Distributors/	than those identified at the		
Dealers / Page 2	time of submitting their		
	proposal, to sell under the		
	Contract without notification		
	and prior written approval		
	from Region 4 ESC.		
	Contractor must notify		
	Region 4 ESC each time it		
	wishes to add an authorized		
	distributor or dealer.		
	Purchase orders and		
	payment can only be made to		
	the Contractor unless		
	otherwise approved by		
	Region 4 ESC.		
		1	

Contract, 11. Termination of Contract, a. Cancellation for or Contractor Deficiency / Page

Appendix A, Draft Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month Non-Performance the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material was not awarded under the Contract:
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract;
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC.

Strike last sentence of clause. Append to clause: Any purchase orders placed up to and including the date of termination shall be paid in accordance with agreed upon payment terms, period. Region 4 ESC reserves even if invoice is received in new fiscal year. Orders containing items deemed noncancellable and/or non-returnable cannot be cancelled. In no event shall Seller be liable for any indirect, special, incidental, or consequential damages or penalties.

all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents,	
cancellation. Upon cancellation under this paragraph, all goods,	
cancellation under this paragraph, all goods,	
paragraph, all goods,	
materials, work, documents,	
data and reports prepared by	
Contractor under the	
Contract shall immediately	
become the property of	
Region 4 ESC.	
Appendix A, Draft If, for any reason, Contractor Strike third sentence. Append to clause: Any	
Contract, 11. b. fails to fulfill its obligation in purchase orders placed up to and including the	
Termination for a timely manner, or date of termination shall be paid in accordance	
Cause / Page 3 Contractor violates any of the with agreed upon payment terms, even if invoice is	
covenants, agreements, or received in new fiscal year. Orders containing	
stipulations of this Contract items deemed non-cancellable and/or non-	
Region 4 ESC reserves the returnable cannot be cancelled. In no event shall	
right to terminate the Global Industrial be liable for any indirect, special,	
Contract immediately and incidental, or consequential damages or penalties.	
pursue all other applicable	
remedies afforded by law.	
Such termination shall be	
effective by delivery of	
notice, to the Contractor,	
specifying the effective date	
of termination. In such event,	
all documents, data, studies,	
surveys, drawings, maps,	
models and reports prepared	
by Contractor will become	
the property of the Region 4	
ESC. If such event does occur,	
Contractor will be entitled to	
receive just and equitable	
compensation for the	
satisfactory work completed	
on such documents.	

	T		
	_	Strike second sentence. Append to clause: Any	
Contract, 11. c.		purchase orders placed up to and including the	
Delivery/Service	1 -	date of termination shall be paid in accordance	
Failures / Page 3	II =	with agreed upon payment terms, even if invoice is	
		received in new fiscal year. Orders containing	
	agent or failure to make	items deemed non-cancellable and/or non-	
	•	returnable cannot be cancelled. In no event shall	
	II =	Global Industrial be liable for any indirect, special,	
	when so requested shall	incidental, or consequential damages or penalties.	
	constitute grounds for the		
	Contract to be terminated. In		
	the event Region 4 ESC must		
	purchase in an open market,		
	Contractor agrees to		
	reimburse Region 4 ESC,		
	within a reasonable time		
	period, for all expenses		
	incurred.		
	_	Append to clause: Any purchase orders placed up	
Contract, 11. e.	II = = = = = = = = = = = = = = = = = =	to and including the date of termination shall be	
Standard	by providing written notice.	paid in accordance with agreed upon payment	
Cancellation /	The cancellation will take	terms, even if invoice is received in new fiscal	
Page 4	effect 30 business days after	year. Orders containing items deemed non-	
		cancellable and/or non-returnable cannot be	
		cancelled.	
	the 30th business day all		
	work will cease following		
	completion of final purchase		
	order.		
		Stricken in its entirety. Replace with the	
Contract, 14.	shipped within 7 days of	following: Global Industrial will make a good faith	
Delivery / Page 4	1	effort to provide products within the requested	
	delivery is not or cannot be	time frame. However, some products may require	
	-	longer lead times due to constrained availability,	
		production, and manufacturer lead times. Lead	
		times are available on the Global Industrial	
	1	website (<u>www.globalindustrial.com</u>) and updated	
		shipment dates are emailed to the buyer when	
	1	available. Standard freight and shipping charges	
		will be reflected on all quotes, orders, and invoices	
		as prepaid and added, FOB Origin, unless	
		otherwise indicated. Standard LTL shipments shall	
		be dock to dock. Standard small package	
	•	shipments shall be dock to door. Additional fees	
	_	may be incurred for any special services including,	
		but not limited to, the following: liftgate services,	
		white glove services, 24 hour advance	
		notifications, delivery area surcharges, hazardous	
		material surcharges, residential deliveries,	
		Saturday charge deliveries, inside delivery	
		(threshold only). Orders containing items deemed	
		non-cancellable and/or non-returnable cannot be	
		cancelled.	

Appendix A, Draft	If defective or incorrect	Append to clause: Any rejection for	
Contract, 15.	material is delivered, Region	nonconformance of goods shall be made within	
Inspection and	4 ESC may make the	five (5) days of delivery, or goods shall be deemed	
Acceptance / Page	determination to return the	accepted.	
4	material to the Contractor at		
	no cost to Region 4 ESC. The		
	Contractor agrees to pay all		
	shipping costs for the return		
	shipment. Contractor shall be		
	responsible for arranging the		
	return of the defective or		
	incorrect material.		
Appendix A, Draft	Payment shall be made after	Stricken in its entirety. Replace with the	
Contract, 16.	satisfactory performance, in	following: Pending credit approval of the	
Payments / Page 4	accordance with all	participant, payment terms shall be net sixty (60)	
	provisions thereof, and upon	days from date of invoice.	
	receipt of a properly		
	completed invoice.		

Appendix A, Draft Should it become necessary Contract, 17. Price or proper during the term of Adjustments / this Contract to make any Page 4 change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal. Appendix A, Draft Contractor shall, at its sole Contract, 18. expense, maintain Audit Rights / appropriate due diligence of all purchases made by Region Page 5 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to

First paragraph, strike second, third, fourth, fifth and sixth sentences. Replace with the following: Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a 10% discount off our already reduced list price. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products reduced for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any discount. Freight and shipping charges are also ineligible for discount. Quoted prices will be honored for fourteen (14) days from the quote date, unless otherwise indicated.

Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that

Strike "at Contractor's sole cost and expense."

F	Region 4 ESC is made aware		
	of any pricing being offered		
t	that is materially inconsistent		
\ \	with the pricing under this		
a	agreement, Region 4 ESC		
s	shall have the ability to		
	conduct an extensive audit of		
	Contractor's pricing at		
	Contractor's sole cost and		
6	expense. Region 4 ESC may		
	conduct the audit internally		
	or may engage a third-party		
a	auditing firm. In the event of		
a	an audit, the requested		
r	materials shall be provided in		
t	the format and at the		
l.	ocation designated by		
F	Region 4 ESC.		
Appendix A, Draft	New products and/or services	Append to clause: New product offerings are	
Contract, 20. New t	that meet the scope of work	added to the Global Industrial website on a regular	
Products/Services r	may be added to the	basis. Global Industrial will not submit additions to	
/ Page 5	Contract. Pricing shall be	the eligible products to Region 4 ESC but will make	
6	equivalent to the percentage	these products available to participants on the	
		Global Industrial website.	
	Contractor may replace or		
	add product lines if the line is		
r	replacing or supplementing		
	products, is equal or superior		
	to the original products, is		
	discounted similarly or		
	greater than the original		
	discount, and if the products		
	meet the requirements of the		
	Contract. No products and/or		
	services may be added to		
	avoid competitive		
	procurement requirements.		
I I	Region 4 ESC may require		
	additions to be submitted		
	with documentation from		
F	Members demonstrating an		
	nterest in, or a potential		
	requirement for, the new		
	product or service. Region 4		
I F	ESC may reject any additions		
	without cause.		
		Stricken in its entirety. Replace with the	
		following: All warranties from the original	
		manufacturers are hereby irrevocably assigned to	
,		participants and all documents evidencing the	
		same will be included with the items. Global	
1		Industrial will assist participants in maintaining	
IL.			

	T		
	writing.	continuity of such warranties, and shall take all reasonable steps to assist participants in asserting and processing warranty claims directly with the manufacturers.	
Appendix A, Draft	A Contract for the	Append to clause: Any purchase orders placed up	
Contract, 29.	acquisition, including lease,	to and including the date of termination due to the	
Funding Out	of real or personal property is	non-appropriation of funds shall be paid in	
Clause / Page 6	a commitment of Region 4	accordance with agreed upon payment terms,	
	•	even if invoice is received in new fiscal	
		year. Orders containing items deemed non-	
		cancellable and/or non-returnable cannot be	
		cancelled. Contractor requests participant not	
	F -	place any Purchase Order if funds have not been	
		appropriated therefor.	
	on a best effort attempt by		
	Region 4 ESC to obtain		
	appropriate funds for payment of the contract.		
	· · · · · · · · · · · · · · · · · · ·	Stricken in its entirety. Replace with the following:	
Contract, 30.	1	Contractor shall protect, indemnify, and hold	
Indemnity / Page	both Region 4 ESC and its	harmless both Region 4 ESC and its administrators,	
6	administrators, employees	employees and agents against all third party	
		claims, losses and expenses arising out of or	
	damages, losses and	resulting from the actions of the Contractor or Contractor employees in the preparation of the	
	expenses arising out of or resulting from the actions of	solicitation and the later execution of the Contract.	
	the Contractor, Contractor	Any litigation involving any of Region 4 ESC, its	
		administrators or employees and agents will be in	
	in the preparation of the	Harris County, Texas. Contractor's obligation to	
	solicitation and the later	indemnify shall only exist if an indemnified party	
	execution of the Contract.	(1) gives Contractor prompt written notice of any	
		such indemnification claim; (2) grants Contractor	
	Region 4 ESC, its	control of the defense and resolution of the	
		indemnification claim; (3) assists fully in the	
	employees and agents will be	defense of the indemnification claim; and (4)	
	in Harris County, Texas.	provides Contractor a copy of each communication	
		relating to the indemnification claim that it	
		receives from the claimant. Notwithstanding the	
		foregoing, the indemnification provided hereunder	
		shall not exceed the aggregate amount of	
		\$1,000,000. This indemnity shall expire two years	
		after the expiration of this Agreement, and shall	
		not apply to any consequential, indirect,	
		incidental, special, punitive, loss of profit, or lost	
		opportunity damages.	
	Contractor agrees to allow	Append to clause: Region 4 ESC must obtain	
Contract, 31.	Region 4 ESC to use their	written consent from Global Industrial prior to	
Marketing / Page	name and logo within	using the company name and logo within website,	
6	_	marketing materials and advertisement.	
	and advertisement. Any use		
	of Region 4 ESC name and		
	logo or any form of publicity,		
	inclusive of press releases,		

		,	
	regarding this Contract by		
	Contractor must have prior		
	approval from Region 4 ESC.		
Appendix D,	Supplier commits that (1) the	First sentence, strike "(2) the Master Agreement is	
Requirements for	Master Agreement has	Supplier's primary "go to market" strategy for	
National	received all necessary	Public Agencies,". Restate Subsection (4): that the	
Cooperative	corporate authorizations and	Supplier has read and will agree to the terms and	
Contract to Be	support of the Supplier's	conditions of a negotiated Administration	
Administered by	executive management, (2)	Agreement with OMNIA Partners, and will execute	
OMNIA Partners,	the Master Agreement is	such negotiated agreement concurrent with, and	
Exhibit A –	Supplier's primary "go to	as a condition of, its execution of the Master	
Response for	market" strategy for Public	Agreement with the Principal Procurement	
National	Agencies, (3) the Master	Agency.	
Cooperative	Agreement will be promoted		
Contract, 2.0	to all Public Agencies,		
Representations	including any existing		
and Covenants,	customers, and Supplier will		
2.1 Corporate	transition existing customers,		
Commitment /	upon their request, to the		
Page 32-33	Master Agreement, and (4)		
	that the Supplier has read		
	and agrees to the terms and		
	conditions of the		
	Administration Agreement		
	with OMNIA Partners and will		
	execute such agreement		
	concurrent with and as a		
	condition of its execution of		
	the Master Agreement with		
	the Principal Procurement		
	Agency. Supplier will identify		
	an executive corporate		
	sponsor and a separate		
	national account manager		
	within the RFP response that		
	will be responsible for the		
	overall management of the		
Appendix D,	Master Agreement. Supplier commits the not-to-	Stricken in its entirety	
• •		Stricken in its entirety.	
Requirements for National	exceed pricing provided		
	under the Master Agreement pricing is its lowest available		
Cooperative Contract to Be	_		
Administered by	(net to buyer) to Public Agencies nationwide and		
OMNIA Partners,	further commits that if a		
Exhibit A –	Participating Public Agency is		
Response for	eligible for lower pricing		
National	through a national, state,		
Cooperative	regional or local or		
Contract, 2.0	cooperative contract, the		
Representations	Supplier will match such		
and Covenants,	lower pricing to that		
2.2 Pricing	Participating Public Agency		
1 1101118	a delpating i abite Agency		

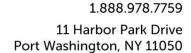
Commitment /	under the Master		
-	under the Master		
Page 33	Agreement.		
Appendix D,	1	First sentence, strike "as its go to market strategy".	
	aggressively market the	Strike third sentence.	
National	Master Agreement as its go		
Cooperative	to market strategy in this		
Contract to Be	defined sector and that its		
Administered by	sales force will be trained,		
OMNIA Partners,	engaged and committed to		
Exhibit A –	offering the Master		
Response for	Agreement to Public Agencies		
National	through OMNIA Partners		
Cooperative	nationwide. Supplier commits		
Contract, 2.0	that all Master Agreement		
Representations	sales will be accurately and		
and Covenants,	timely reported to OMNIA		
2.3 Sales	Partners in accordance with		
Commitment /	the OMNIA Partners		
Page 33	Administration Agreement.		
	Supplier also commits its		
	sales force will be		
	compensated, including sales		
	incentives, for sales to Public		
	Agencies under the Master		
	Agreement in a consistent or		
	better manner compared to		
	sales to Public Agencies if the		
	Supplier were not awarded		
	the Master Agreement.		
Exhibit F, Federal	To the extent purchases are	Stricken in its entirety.	
Funds	made with Federal Highway		
Certifications,	Administration, Federal		
	Railroad Administration, or		
Buy America	Federal Transit		
-	Administration funds, offeror		
53-54	certifies that its products		
	comply with all applicable		
	provisions of the Buy America		
	Act and agrees to provide		
	such certification or		
	applicable waiver with		
	respect to specific products		
	to any Participating Agency		
	upon request. Purchases		
	made in accordance with the		
	Buy America Act must still		
	follow the applicable		
	procurement rules calling for		
	free and open competition.		
EVCEDTION	- 2 and a part of inperioriti	Installation is not included in the price for any	
EXCEPTION		Installation is not included in the price for any	
	1	items.	

EXCEPTION	Products that are delivered as "assembled" are indicated on our website within the product specifications. Products that are not assembled will not include assembly in the pricing unless otherwise indicated.	
EXCEPTION	When requested, pricing for assembly and/or installation will be quoted on a case-by-case basis once all necessary details are received from the customer.	
EXCEPTION	Any website or catalog information presented within this proposal is copyrighted.	



REDACTED COPY

Tab 2 Products/Pricing





From pallet jacks to potted plants, we can supply that. Whatever is needed to keep government agencies, non-profit organizations and educational environments running like a well-oiled machine, we can supply that. We have over 1.5 million products consisting of the biggest brands in the business, headlined by our Global Industrial Exclusive Brands designed for industrial usage with additional features baked into each product.

Scope of Products:

- Transportation Equipment, Lifts, and Attachments
- Storage Products and Solutions
- Products, Parts, Tools, and Other Equipment
- Fluid Power and Automation Products and Solutions
- Other Products, Services, and Programs



1. Transportation Equipment, Lifts, and Attachments

- Pallet Trucks
 - Pallet Trucks Accessories
 - Pallet Trucks All Terrain
 - o Pallet Trucks Best Value
 - Pallet Trucks Dual Direction
 - o Pallet Trucks Ergonomic
 - o Pallet Trucks Galvanized & Stainless Steel
 - o Pallet Trucks Premium
 - o Pallet Trucks Quick Lift
 - Pallet Trucks Scale
 - o Pallet Trucks Self Propelled Electric Power
 - o Replacement Pallet Truck Parts
 - Skid Lifts & Container Tilt Trucks

Fork Lifts and Attachments

- Accessories
- o Alarms
- Battery Transporters
- Brooms & Scrapers
- Carpet Poles & Coil Rams
- Carriage Bumpers
- Chargers & Connectors
- o Cranes & Hooks
- Forks & Extensions
- Jacks
- o Lights
- Loading Platforms
- Pallet Dumpers
- o Seats
- Self-Dumping Hoppers & Loaders
- o Tanks
- Tow Equipment
- Trash Can Dumpers
- Truck Powered Dumper





Hoists

- o Beam Clamps
- Cranes Floor & Jib
- Cranes Gantry
- Cranes Medium Duty Class

Tilt Trucks

- Deluxe Plastic Tilt Trucks
- o Commercial Tilt Trucks
- Structural Foam Tilt Trucks
- Heavy-Duty Towable Plastic Tilt Trucks
- Tapered Polyethylene Tilt Carts
- o Low-Profile Steel Hopper Trucks
- o Steel Tilt Trucks
- o Tapered End Steel Waste & Chip Trucks
- Motorized Plastic Hopper Trucks

Lift Stands

- Scissor Lifts & Lift Tables
- Positioning or Unit Load Equipment
 - Lift Tables Mobile Work Positioning
 - Lift Tables Stationary
 - o Box Dumpers
 - o Lift Tables Mobile Scissor
 - Lift Tables Mobile Tilting
 - Pallet Carousels, Rotators & Skid Positioners
 - o Turntables

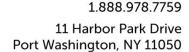


Your guide to practicing safety in the workplace



- Dock and Truck Equipment
 - o Cargo-Load Binders
 - o Cargo-Restraint Bars
 - Chocks-Wheel & Tire
 - Dock-Alignment Curbs







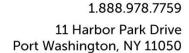
- Docks-Boards & Plates
- Dock-Bumpers
- o Dock-Levelers & Lifts
- Dock-Lights
- Dock-Seals, Shelters & Roll-Up Doors
- Dock-Traffic Systems
- Dock-Truck Restraints
- Doors-Impact & Traffic
- o Doors-Strip & Curtain
- Gates-Folding Security
- o King Pin & Glad Hand Locks, Container Seals
- Pallet Pullers & Breakers
- o Ramps-Pickup Loading
- o Ramps-Walk, Trailer & Truck
- o Ramps-Wheel Riser
- o Ramps-Wheelchair
- o Ramps-Yard
- Tow & Recovery Straps
- Trailer Stabilizers & Jacks
- Truck, Van & SUV Accessories
- Winches & Pullers

Vehicle Lifts

- Hydraulic Motorcycle Lift Table
- Motorcycle Scissor Jack
- Wheel Arm Sets
- Low-Rise Car Lifts
- Car Post Lifts
- o Car Scissor Lift
- o Vehicle Lift

Platform Lifts

- Forklift Maintenance Platforms
- Suspended Personnel Baskets
- Steel Personnel Baskets
- Steel Forklift Basket
- o High-Platform Maintenance Lifts



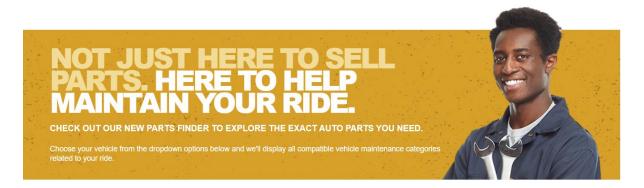


- Tank Top Maintenance Platform Lifts
- Maintenance Lifts
- Mobile Vertical Lifts
- Transportation Related Carts
 - Accessories
 - Aluminum Carts
 - o Aluminum Trucks
 - o Bar & Lumber Trucks
 - Bulk Box & Cube Trucks
 - Luggage/Hotel Carts
 - o Mail & Office Cart
 - Media Carts
 - Panel Trucks
 - o Powered Vehicles & Tuggers
 - Service & Food Carts
 - Service & Utility Carts
 - o Shelf Trucks
 - Shopping Baskets & Carts
 - Stainless Steel/Galvanized Shelf Trucks
 - Steel Carts
 - Stock Picking & Putaway Warehouse
 - o Tilt & Trash
 - o Tool/Maintenance Carts
 - Wire Carts
- Security Trucks
 - Nexel® Wire Security Storage Trucks
 - Global Industrial™ Folding Security Storage Trucks
 - o Clearview Mesh Security Trucks
 - Mobile Storage Lockers
 - Steel Drop-Gate Security Box Trucks
 - Steel Open Mesh Security Trucks
 - Steel Wire Security Trucks
 - Aluminum Security Storage Trucks
 - 3 Compartment Mobile Storage Lockers
 - o Adjustable Wire Shelf Security Trucks

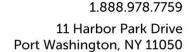




- Maintenance Equipment
 - o Janitorial & Maintenance
 - Medical & Maintenance Carts
 - Cleaning Supplies
 - Mats & Runners
 - Awnings, Canopies & Shelters
 - Pressure Washers
 - Paint & Accessories
 - Floor Care Machines & Vacuums
 - Lubricants & Rust Prevention
 - Outdoor & Grounds Maintenance
 - Outdoor Furniture & Equipment
 - Awnings, Canopies & Shelters
 - Pressure Washers
 - Lighting Fixtures Outdoor
 - Benches & Picnic Tables



- Vehicle Maintenance
 - Brake Systems
 - Transmissions
 - Air & Fuel Delivery
 - Ignition
 - Emission Control
 - Electrical, Lighting & Body





- Suspension
- Belts & Cooling
- Electrical, Charging & Starting
- Automotive Tools & Equipment
- Heating & Cooling
- Engine
- Exhaust
- o Furniture & Office
 - Outdoor Furniture & Equipment
 - Mats & Runners
 - Whiteboards & Bulletin Boards
 - Benches & Picnic Tables
 - Accessories & Furnishings
- Ladders
 - Platform Ladders
 - Fixed Access Ladders
 - Cantilever Ladders
 - Rolling Steel Ladders
 - Fiberglass Step Ladders
- o Electrical & Lighting
 - Electrical Boxes & Enclosures
 - Lighting Fixtures Outdoor
 - Audible & Visual Safety Signals
 - Test, Measurement & Inspection
 - Power Protection
- Support Equipment
 - Medical & Laboratory Equipment
 - Physical Therapy
 - Medical Equipment
 - Laboratory Equipment
 - Mobility Aids & Wheelchairs
 - Medical & Maintenance Carts
 - Scales
 - Medical & Laboratory Refrigeration



Safety & Security

- **Fall Protection**
- **Ergonomic Protection**
- **Spill Control Supplies**
- Flammable-OSHA Cabinets
- **Gloves & Hand Protection**
- Fire Protection
- **Water Safety**
- Security & Access Control
- Signs
- Safety Guards & Protectors
- **Crowd Control**
- **Eyewash Stations & Showers**

Foodservice & Appliances

- **Restaurant Equipment Parts**
- Mats & Runners
- **Food Storage**
- Commercial Refrigerators & Freezers
- **Bar Equipment & Supplies**
- **Cleaning Supplies**
- Coffee, Tea & Beverage Equipment







SUNEX[®]







- Scales
- **Hose & Cord Reels**
- Metalworking Machines Machinery
- Air Tools & Accessories
- Woodworking
- Ladders







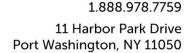
- o Outdoor & Grounds Maintenance
 - Outdoor Lawn & Garden Tools & Supplies
 - Buildings & Storage Sheds
- HVAC/R & Fans
 - Blowers
 - Heaters
 - HVAC Pumps & Circulators
 - Exhaust Fans & Ventilation
 - Air Conditioners
 - Boilers, Furnaces, Hydronic Accessories
 - Chemicals, Refrigerants, Lubricants & Cleaners
- Electrical & Lighting
 - Electrical Boxes & Enclosures
 - Power Protection
 - Audio/Visual & Data Networking
 - Power Inverter
 - Test, Measurement & Inspection
 - Audio Visual Mounts
- Casters
- other transportation or related equipment products







- Vehicle Maintenance
 - Accessories & Fluids
 - Air & Fuel Delivery
 - Automotive Hardware & Service Supplies
 - Automotive Tools & Equipment
 - Batteries
 - Belts & Cooling





- Body
- Brake Systems
- Car Mats
- Collision Repair Tools
- Detailing & Interior Protection
- Dollies & Creepers
- Driveline & Axles
- Electrical, Charging & Starting
- Electrical, Lighting & Body
- Emission Control
- Engine
- Exhaust
- Gauges & Valves
- Heating & Cooling
- Ignition
- Lube Service
- Lubricants & Rust Prevention
- Marine & Boating
- Pickup, Van & SUV Accessories
- Service Equipment
- Service Jacks & Lift Supports
- Steering
- Suspension
- Tire & Wheel Maintenance
- Towing
- Transfer Case
- Transmissions
- Truck Boxes
- Uniforms & Workwear
- Van Storage Equipment
- Vehicle Paints
- Windshield Wipers
- Wipers & Washers



2. Storage Products and Solutions

- Bulk Shelving
 - Accessories (Heavy & Extra Heavy Duty Rack)
 - Automotive Rack
 - Bar & Sheet Storage
 - o Cantilever Rack
 - o Carton Flow Rack
 - Display & Wall Storage
 - Drum & Barrel Storage
 - Dunnage Rack
 - Extra Heavy Duty Rack
 - Heavy Duty Rack
 - Record Storage Rack
 - Reel Rack & Dispenser
 - Stack Rack



• Storage Cabinets

- o Antimicrobial Cabinets
- o Card
- Combination
- Drawer
- o Electronic Lock
- o Heavy Duty
- o Janitorial
- Mobile
- o Modular Drawer
- o Plastic
- o See Thru Door





- Shelves & Accessories
- Spill Containment
- Stainless Steel
- Storage
- o Ventilated Cabinets
- o Wall Mount & Counter Height
- Wardrobe
- Wood 0



















Global Industrial™ Lockers

These metal storage lockers are designed for improved safety, security and appearance.

Shop Now





Plastic Lockers **Shop Now**

Lockers

- o Benches
- Bike, Scooter & Skateboard
- Cell Phone 0
- Digital 0
- Extra Wide



- o Garment, Uniform
- Global Lockers
- Hallowell
- Heavy Duty
- o Lockers Locks
- o Modular
- o Plastic
- School & Office
- o Stadium & Gear
- Ventilated
- Visible
- Wood & Plastic Laminate
- Pallet and Other Racks
 - Accessories



- o Global
 - Global Pre-Configured Pallet Rack Starter & Add-On Units
 - Global Tear Drop Pallet Rack Beams
 - Global Tear Drop Pallet Rack Upright Frames & Accessories
 - Global Made in USA Tear Drop Pallet Rack Beams
 - Global Pallet Rack Wire Decking
 - Global Made in USA Pre-Configured Pallet Rack Starter & Add-On Units
 - Pallet Rack Cross Bars & Accessories
- High Density Storage Systems
- Interlake



- Interlake Mecalux Pre-Configured Pallet Rack Starter & Add-On Units
- Interlake Mecalux Tear Drop Pallet Rack Beams
- Interlake Mecalux Welded Tear Drop Pallet Rack Upright Frames & Accessories
- Global Pallet Rack Wire Decking
- Interlake Mecalux Bolted Pallet Rack Kits
- Interlake Mecalux Bolted Tear Drop Pallet Rack Upright Frames

Safety & Security

- Pallet Rack Safety Netting
- Husky Rack & Wire Pallet Rack Wire Mesh Guards
- Wirecrafters RackBack® Wire Mesh Pallet Rack Enclosures
- Husky Rack & Wire Aisle Shields
- Pallet Rack (Poly) Frame Guards
- Global Extra Heavy Duty Pallet Rack Frame Guards
- Pallet Rack Rack Guards
- Pallet Rack End Guards
- Pallet Rack Snap-On Structural Rack Guard
- Yellow Jacket Plastic Rack Protector
- Pallet Rack Spill Control Sump
- Pallet Rack Backstops

Steel King

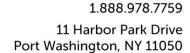
- Steel King Pre-Configured Pallet Rack
- Steel King® SK2000® Series Boltless Pallet Rack Uprights
- Steel King® SK2000® Series Pallet Rack Beams
- Steel King® SK3000® Series Structural Pallet Rack Uprights
- Steel King® SK3000® Series Bolted Pallet Rack Beams
- Steel King® Seismic Pallet Rack Uprights
- Steel King® Seismic Pallet Rack Beams

Structural

- Global Approved Structural Pallet Rack Load Beams
- Global Approved Structural Pallet Rack Upright Frames

Wireway Husky

- Wireway Husky Double-Slotted "Lynx" Pre-Configured Pallet Rack
- Wireway Husky Double-Slotted "Lynx" Pallet Rack Beams
- Wireway Husky Double-Slotted "Lynx" Pallet Rack Frames & Uprights





- Wireway Husky Pre-Configured "Invincible" Pallet Rack Starter and Add-On Units
- Wireway Husky Pre-Configured "Invincible" Pallet Rack Starter and Add-On Units with Wire Decking
- Wireway Husky Tear Drop "Invincible" Pallet Upright Frames & Accessories
- Wireway Husky Tear Drop "Invincible" Pallet Rack Beams
- Wireway Husky Pallet Rack Wire Mesh Decking Galvanized Steel
- Husky Pallet Rack Components & Accessories
- Battery Containers
- Shipping and Storage Containers
 - Baskets
 - Boxes Compartment
 - Boxes Lockable Storage
 - Boxes Record Storage
 - Containers Bulk
 - Containers Bungee & Straps
 - Containers Closet & Residential Storage
 - Containers Deck Boxes
 - Containers Dividable & Grid
 - Containers Dollies
 - Containers FIBC, IBC, Silos & Accessories
 - Containers Folding
 - Containers Label Holders
 - Containers Liners
 - Containers Nest & Stack
 - Containers Nesting
 - Containers Shipping
 - Containers Stacking
 - o Plastic Caddy
 - Racks PCB Storage
 - Tanks Folding Tanks
 - Tanks Industrial Storage
 - Tanks Stock Tanks
 - Totes Carts & Trucks
 - Totes Cubby Storage



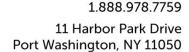
Global Industrial™ Stack & Nest Conveyor and Storage Totes





Bins

- Bins, Totes Conductive
- Bins Cabinets
- Bins Drawers
- o Bins Racks & Wall Panels
- Bins Rotating
- o Bins Shelf & Nesting
- Bins Shelving System
- Bins Stack & Hang
- o Bins Tip Out
- Storage Carts and Equipment
- Related Storage Products
 - o Animal Housing & Livestock
 - Awnings, Canopies & Shelters
 - o Bikes, Racks, and Storage
 - Bookcases & Displays
 - Buildings & Storage Sheds





- o Bulk Rack
- o Bus & Smokers Shelters
- o Cases
- File Cabinets
- o Fittings & Railing
- o Flammable-OSHA Cabinets
- Garage Furniture
- o Greenhouses & Indoor Gardening
- Mailboxes
- Medical Cabinets & Utensils
- o Mezzanines, Platforms & Stairs
- Modular Inplant Offices
- Office Partitions & Room Dividers
- Pallets
- Retail Display Fixtures
- Safes & Security
- Shelving
- o Strut Channels & Framing
- Tarps & Covers
- Trays
- Wire Mesh Partitions & Fencing



Commercial Wire Shelving



RETAIL

HEALTH CARE

FOOD SERVICE

INDUSTRIAL

We recommend:

Chrome - electro-plated nickel-chrome resulting in a brilliant high gloss finish.

Black Epoxy - finish consists of a black epoxy powder coat

We recommend:

Poly-Z-Brite® 'clear powder-epoxy over zinc-chromate electro-plating' -NEXGard®, an anti-microbial agent that protects the epoxy coating from bacteria.

Stainless Steel - handles all moisture and temperature extremes.

We recommend:

Poly-Green™ 'green epoxy' - includes NEXGard® protects the epoxy coating from bacteria, mold and mildew.

Nexelate™ - Silver epoxy powder coat over a rust inhibiting undercoat.

We recommend

Nexelon® 'blue epoxy' - rust and corrosion resistant. NEXGard® anti-microbial agent protects from bacteria, mold and mildew.

Wire Shelving

- Accessories & Components
- Adjustable
- Black Epoxy
- Chrome
- Galvanized
- Heavy Duty Wire Shelving
- Liners & Enclosures
- Mobile Track Shelving
- Nexel Best Value Wire Shelving
- Nexelate (Silver Epoxy)
- Nexelon (Blue Epoxy)
- Plastic
- Poly-Green (Green Epoxy)
- Poly-Z-Brite (Clear Epoxy)

GLOBALINDUSTRIALCOM



- Security Shelving
- Stainless Steel
- Wall Mount Shelving
- Zinc Plated (Metro)



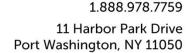


3. Products, Parts, Tools, and Other Equipment

- Bearings
 - Angular Contact Bearings
 - Bearing Kits
 - Cam Follower & Yoke Roller
 - Cylindrical Roller Bearings
 - o Deep Groove Ball Bearings
 - Double Row Self-Aligning Ball Bearings
 - Flange Bearings
 - Guide Wheel Bearings
 - Insert Bearings
 - Mounted Bearings Pillow Block
 - Needle Roller Bearings
 - o Rod End Bearings
 - Sleeve Bearings
 - Slewing Ring Bearings
 - Spherical Plain Bearings
 - Spherical Roller Bearings
 - Tapered Roller Bearings
 - Thrust Ball Bearings

Springs

- Belleville Springs
- Compression Springs
- o Extension Springs
- o Torsion Springs
- Wave Springs
- Fusing Products
- Spare Equipment and Other Parts
- Gears
 - o Gearboxes & Speed Reducers
 - Open Gearing
 - o Electric Gear Motors
 - o Electric Motors General Purpose
 - o Lubricants & Rust Prevention
 - Hydraulic Motors, Reservoirs & Accessories





- o Pullers & Extractors
- Pulleys
 - o Aluminum Timing Belt Pulleys
 - Neoprene Belts w/Fiberglass Reinforcement
 - Plastic Timing Belt Pulleys
 - Steel Timing Belt Pulleys
- Belt and Chain Drives
- Brakes
 - o ABS Components
 - Body Actuators & Motors
 - Body Wiring Harness and Components
 - Brackets
 - o Brake Bleeders
 - Brake Calipers
 - o Brake Dolly
 - Brake Hydraulics
 - o Brake Silencers
 - Brake System Tools
 - o Control Modules
 - Disc Pads and Brake Shoes
 - o Drums and Rotors
 - Electrical Connectors
 - Gaskets and Sealing Systems
 - Hardware
 - Hardware, Fasteners and Fittings
 - Hoses and Pipes
 - Relays
 - Replacement Parts
 - Sensors
 - o Service Kits
 - Switches
 - Valves



- Warehouse and Garage Equipment (parts washers, vehicle wash systems, wheel balancers, brake lathes, etc.)
 - o Parts Washers
 - Little Giant® Parts Washer Pumps
 - Little Giant® Machine Tool Coolant Tanks
 - o Paint Gun Washers
 - o Vehicle Cleaners, Waxes & Polishes
 - Wheel Balancers
 - Brake Lathe
- Electronic Shop Equipment and Tools
 - Workbenches & Shop Desks





- o Tools & Instruments
 - Abrasives Grinding & Cutting
 - Adhesives, Applicators, Heat & Glue Guns
 - Air Tools & Accessories
 - Batteries, Chargers & Accessories
 - Clamps
 - Concrete, Masonry & Drywall
 - Drills, Drivers & Bits
 - Flashlights, Headlamps & Portable Work Lights
 - Grinders & Cutoff
 - Hammers, Chisels & Striking Tools
 - Hex Keys, Drivers & Bits
 - Hose & Cord Reels
 - Knives, Blades, Scrapers & Mutli-Tools



- Ladders
- Locking & Lockout Devices
- Lubricants & Rust Prevention
- Pipe & Tubing
- Pliers
- Pressure Gauges
- Rachets, Sockets & Wrenches
- Riveters, Staplers, Nailers & Tackers
- Sanders, Routers & Finishing
- Saws & Blades
- Scales
- Screwdrivers
- Snow & Ice Removal, Spreaders
- Taps, Punches & Ties
- Tool Boxes, Storage & Organization
- Test, Measurement & Inspection
- Vises
- Metalworking Machines Machinery
- Welding

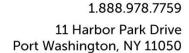
• Diagnostic Equipment

- Agricultural Meters
- Calibration, Digital Readout & Data Recording
- Calipers
- Dimensional Measuring
- Electrical Testing Equipment
- Gas & Leak Detection
- Hardness Testers, Durometers & Surface Testing
- o Inside Diameter Measuring
- o Layout & Setup
- Levels & Plumb Bobs
- Magnets, Pickup, Retrieval & Probing
- Marking & Flagging
- Measuring Tools & Tape Measures
- Micrometers
- Optics & Visual Inspection



- o Rulers, Protractors & Squares
- o Stud Sensors
- Temperature & Environment Testing
- Test Indicators & Gages
- Thickness & Gage Measuring
- o Torque, Vibration, Speed & Force Gages
- Welding Equipment and Tools
 - Arc Cutting and Gouging
 - o Dry Rod Ovens
 - Filler Metals
 - Fume Extraction
 - Gas Welding
 - o MIG Welding
 - Multi-Process Welding Machines
 - o Plasma Cutting
 - Soldering
 - Stick Welding
 - o TIG Welders
 - o TIG Welding
 - Tubing
 - Welding Accessories & Supplies
 - Welding Chemicals
 - Welding Safety Equipment
 - Welding Storage







- Spill Containment Platforms
 - Absorbents
 - Chemical Neutralizers
 - Containment Berms and Pools
 - Drain Covers and Seals
 - o Drain Plugs
 - o Spill Berms and Accessories
 - o Spill Control Accessories
 - o Spill Control Kits & Stations
 - o Stormwater Management
 - Water Diversion
- Rotary Drums
 - o Rotary Drum Pumps
 - Hose Kits
- Other Products

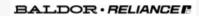


4. Fluid Power and Automation Products and Solutions

- Power Transmission Components
- Gear Boxes
 - o Gearbox & Speed Reducer Accessories
 - Gearboxes
 - Shaft Mount Reducers















Farm Duty Motors



Pool & Spa Motors



Explosion Proof Motors



Pump Motors



Compressor Duty Motors



IEC Metric Motors



Premium Efficiency Motors



DC Motors



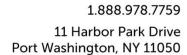
Washdown Motors



Single Phase Motors

Motors

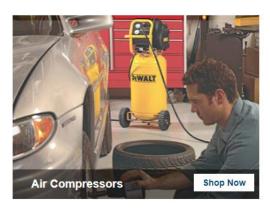
- o Electric Gear Motors
- o Electric Motors Definite Purpose
- o Electric Motors General Purpose
- o Electric Motors HVAC
- Motor Accessories & Parts
- Motor Controls
- Safety Controls
- AC and DC Drives
- Electronic Repair
- Bulk Handling and Conveyors





- o Ball Transfer Conveyors
- o Hay Bale Elevators
- Pallet & Skid Conveyors
- o Portable & Flexible Conveyors
- o Power Belt Conveyors
- o Powered Roller Conveyors
- o Rate Counters
- o Roller Gravity Conveyors
- Roller Stands
- Skate Wheel Gravity Conveyors
- Supports & Stands
- Carriages







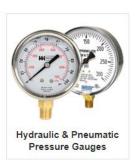












- Pneumatic & Hydraulic Equipment and Tools
 - Actuators
 - Air Compressors
 - o Air Tools & Accessories
 - Cylinders
 - o Hose & Cord Reels
 - o Hydraulic & Pneumatic Valves
 - o Hydraulic Flow Controls



- Hydraulic Motors, Reservoirs & Accessories
- Hydraulic Pumps
- Lubricants & Rust Prevention
- O-Rings, Gaskets & Dynamic Seals
- o Pneumatic & Hydraulic Hoses & Connectors
- Pressure Gauges
- Vibrators
- Other Fluid Power and Automation products
- 5. Other Products, Services, and Programs
 - Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a 10% discount off our already reduced list price on the product categories not referenced above. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products reduced for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any discount. Freight and shipping charges are also ineligible for discount.
 - Freight and shipping charges will be reflected on all quotes, orders, and invoices as prepaid
 and added, FOB Origin, unless otherwise indicated. Additional fees may be incurred for any
 special services including, but not limited to, the following: liftgate services, white glove
 services, 24 hour advance notifications, delivery area surcharges, hazardous material
 surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold
 only).

iii. Is pricing available for all products and services?

Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a 10% discount off our already reduced list price on the product categories referenced above. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on-the-date-of-purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products reduced for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any discount. Freight and shipping charges are also ineligible for discount.



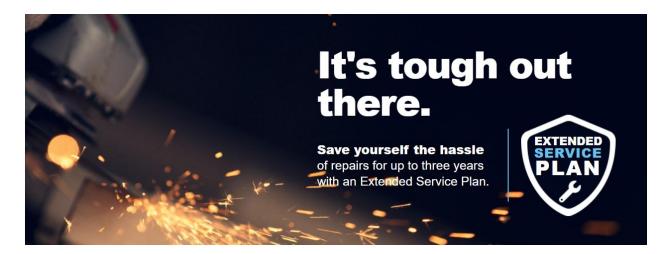
Outside of the items offered on our website, Global Industrial also has the ability to special order products from hundreds of manufacturers, leaving endless possibilities for configuration and compatibility. While these products will not be eligible for the discount offered through a contract with Region 4 ESC, Global Industrial will assist Members in finding suitable product solutions. Pricing will be negotiated on a case-by-case basis.

iv. Describe any shipping charges.

Freight and shipping charges will be reflected on all quotes, orders, and invoices as prepaid and added, FOB Origin, unless otherwise indicated. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).

v. Provide pricing for warranties on all products and services.

All warranties from the original manufacturers are hereby irrevocably assigned to OMNIA Partners members and all documents evidencing the same will be included with the items. Global Industrial will assist OMNIA Partners members in maintaining continuity of such warranties, and shall take all reasonable steps to assist OMNIA Partners members in asserting and processing warranty claims directly with the manufacturers.





Extended service plans are available for select products on the Global Industrial website. Pricing will vary by product and the option selected by the customer.

Global Industrial Extended Service Plans

Call Toll-Free 1-800-548-1926 for Replacement or Service

Industrial Strength Products Need Industrial Strength Protection

Our Extended Service Plans offer an added layer of toughness to protect your tools and equipment from the unforgiving climates of commercial and industrial work areas.

*Some products are eligible for Extended Service plans which protect your purchase beyond the manufacturer's warranty.

With a low cost extended coverage plan, you'll get 100% coverage on parts and labor, accidental damage coverage, and fast replacements. Our plans are renewable with full customer service support and no deductibles. See details below.









2 Year Replacement



2 Year Replacement with Accidental Coverage



3 Year Replacement with Accidental Coverage

For an Terms & Conditions Download the Service Contract (PDF)



Extended Protection Plan Coverage Details



Save Money

Protect against future untimely and or costly repairs or product costs with a no deductible plan. The Extended Service Plan pays all parts and labor charges, or for product replacement.



Saves Time

No hassles. Having an Extended Service Plan gives you quick and convenient product replacement and fast repair work by a nationwide service center network.



Ease of Service

Our toll-free customer service hotline provides peace of mind with no unexpected costs.



Confidence, Convenience & Value

You can buy with confidence that your products are made with industrial strength construction and your Extended Service Plan offers toll-free customer service and nationwide service.



Transferable & Renewable

You can transfer or renew your Extended Service Plan at no cost to continue the protection for additional years. Renewals are available on mos products.

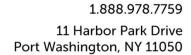


Accidental Damage Coverage Option

Accidents happen – but you're covered. The Extended Service Plan begins day one of purchase and even covers accidents that are not covered by the manufacturer's warranty.

Frequently Asked Questions

	Replacement Plan	Repair Plan
What products qualify?	Electric, Gas. Battery, Gas or Hydraulic Powered Items plus Office Equipment and Furniture	Electric, Gas, Battery, Gas or Hydraulic Powered Items plus Office Equipment and Furniture
Any dollar limit?	Retail Product Price	Retail Product Price
Any deductibles?	No	No
Who pays covered costs?	AMT Service Corp.	AMT Service Corp.
How to get replacement or service?	Call Toll-Free 800-548-1926	Call Toll-Free 800-548-1926
How long for service?	Immediate Replacement Product Fulfillment	Fast at Nationwide Service Center Network
Transferable?	Yes, no cost	Yes, no cost
Renewable?	Yes, on most products	Yes, on most products
What is covered?	Product Purchased	100% Parts & Labor
What is not covered?	Misuse, Abuse, Negligence	Misuse, Abuse, Negligence
s the plan insured?	Fully Insured – Standard Extended Service Plans	Fully Insured – Accidental Damage Coverage
low long are plans?	1 and 2 Years	2 and 3 Years
When does coverage start?	After shortest term of manufacturer's warranty	Begins day one of purchase





vi. Describe and return and restocking fees.

Information regarding Global Industrial's return and restocking fees is available on our website: Shipping & Returns

If Customer is not satisfied with a product, please contact Global Industrial within thirty (30) days of receipt. A refund, excluding freight charges, may be arranged after inspection. Returned merchandise must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Select merchandise may be subject to a 15% restocking fee. Global Industrial inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Customer's only obligation is the freight charge and stocking fee, where applicable, provided the return is complete with original packaging, all documentation, warranty cards, cables, etc. Shipping and handling charges are non-refundable for all returns. Customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. Certain products are Non-Returnable and/or Non-Cancellable. Once an order for custom-cut, customer built, or special order items (such as matting, slings, cranes, prefab offices, buildings, mezzanines, assembled lockers and regularly stocked items such as generators, pressure washers, water and trash pumps, snow throwers, radio headsets, striping paint, line stripers, floor care machines, vacuums, custom fabric chairs, or forklifts) is placed, it is considered non-cancellable. Any custom-cut, customer built, or special order items purchased are also non-returnable.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guarantees quantity, etc.

Volume discounts for single orders may be available dependent upon the product and quantity requested.

viii. Describe how customers verify they are receiving Contract pricing.

Upon request, Global Industrial will provide Region 4 ESC and participating agencies information necessary to verify Contract pricing.



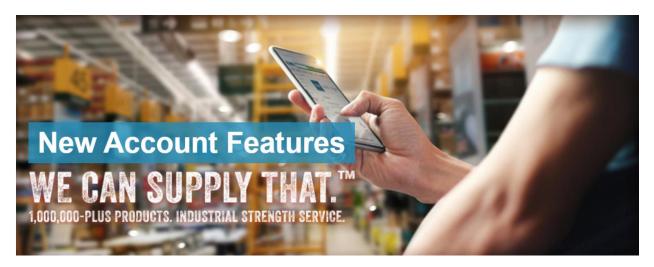
If a customer wishes to verify they are receiving Contract pricing, they can log into their dedicated account on the Global Industrial website. When viewing an item on the website, the original price will be crossed out and the Contract price is visible below.



Participating agencies can also access sales history when logged into their dedicated account on the Global Industrial website.

Click here to view account features: Global Industrial New Account Features













ORDER MANAGEMENT POWER

We understand the importance of knowing where your order is and when you will receive it. In addition to email communication and tracking tools, SMS text alerts keep you up to date while you are on the go. Track your order delivery or return status, cancel an order, or get any other information you need about your order at any time.









You can change out a product, quantity, or frequency at any time.



Freedom

Cancel any auto reorder at any time with no penalties.



Convenience

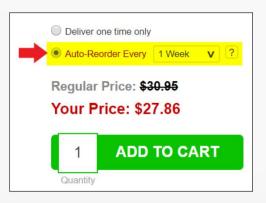
Order once and you'll never have to place the order again.

With auto reorder, you can manage, edit, and customize your orders in one place. Simply go to your last order, check the products you want to auto reorder, set the quantity and frequency of delivery - and that's it. Those products will be there when you say so.



Our quick auto reorder button is right on the product detail page.







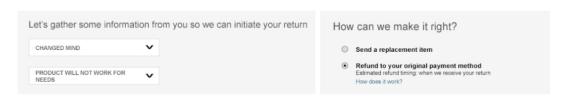


Your experience matters to us. That's why we're leading the industry in adopting a truly seamless online return process.

If you need to return something - for whatever reason - it should be easy. We've removed the hassle and we are proud to offer our new online return process to make returning an item fast, easy, and hassle-free.

Easily initiate item returns from your order history in your account. Answer some questions online and tell us how you would like the return processed, print out a shipping label, and ship it back to us.



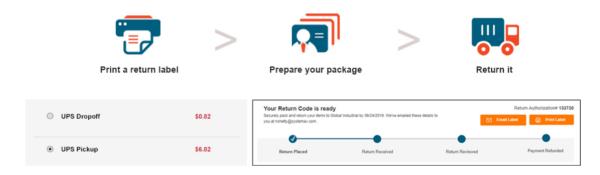


To view a short video with details about our online returns process, click on the link below:

Global Industrial Online Returns

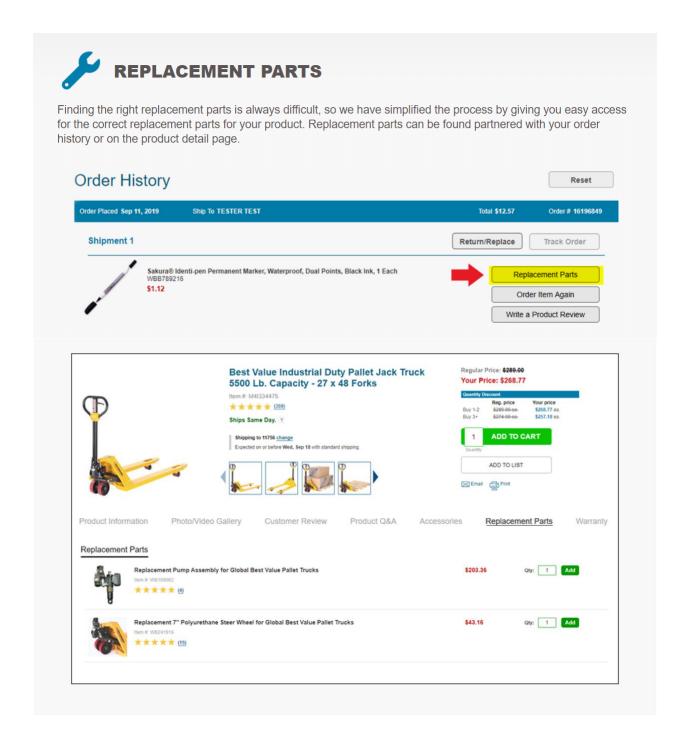


Our adding tracking status features gives you the ability to track your return every step of the way, so you can see exactly where your return package is in the process.



^{*} Please note that some products may not be eligible for online returns due to size or weight.









IMPROVED LEAD TIME AND ORDER TRACKING

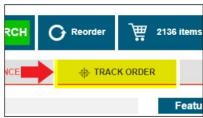
With warehouses across the nation, including our new 500,000-plus square foot facility in Texas, we've improved lead times and deliveries all over the country.

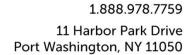
Plus, you can now follow the progress of your order(s) from our facility to yours. Our upgraded order tracking tools show you exactly when it left us, where it currently is in the process, and when it will be at your doorstep. Sign up for text alerts so you can manage it from your phone, tablet, or PC - anywhere, anytime.

We're making it easier than ever for you to access all the information you need about your order - right at your fingertips!











ix. Describe payment methods offered.

Global Industrial offers the following payment methods to OMNIA Partners members:

- ✓ Check
- ✓ Credit Card or Procurement Card (American Express, Visa, MasterCard, Discover)
- ✓ PayPal
- ✓ Pending credit approval of the participant, payment terms shall be net sixty (60) days from date of invoice.
- ✓ Global Industrial Credit Card





5% OFF† EVERY DAY

OR

MONTHS SPECIAL FINANCING*

on purchases of \$499 or more made with the Global Industrial Credit Card.

APPLYING IS EASY, SAFE AND QUICK



Fill out a secure online application. No need to have any items selected before applying.



You'll get an instant credit decision shortly after you submit the application.



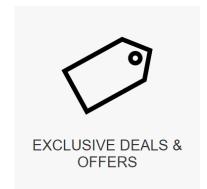
If you're approved, we'll send you a temporary account number and you can start shopping right away.

APPLY NOW



ADDITIONAL PERKS & BENEFITS







FREQUENTLY ASKED QUESTIONS

- How do I apply for a Global Industrial Credit Card?

You can apply for a Global Industrial Credit Card by filling out an application online. <u>Apply now.</u>

– How do I manage my Global Industrial Credit Card?

Log in to your account at mysynchrony.com to view your balance, schedule payments and view previous purchase activity.

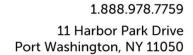
- How do I make a payment on my Global Industrial Credit Card?

Pay Online: Log in to your account on mysynchrony.com, click "manage my account," and then click "payments."

Pay By Phone: Contact Synchrony Bank Customer Service 1-866-396-8254 Mon – Sunday 7:30 am to 12:00 midnight EST to make a payment by phone.

Pay By Mail: Mail payment to the address below. Please note: ensure that you have plenty of time for your payment to arrive prior to the payment due date.

Synchrony Bank P.O. Box 960061 Orlando, FL 32896-0061





No Interest if Paid in Full Within 6 Months*

On purchases of \$499 or more made with the Global Industrial Credit Card. Interest will be charged to your account from the purchase date if the promotional purchase is not paid in full within 6 months. Minimum monthly payments required.

- * Qualifying purchase amount must be on one receipt. No interest will be charged on the promo purchase if you pay it off, in full, within the promo period. If you do not, interest will be charged on the promo purchase from the purchase date. The required minimum monthly payments may or may not pay off the promo purchase by the end of the promo period. Regular account terms apply to non-promo purchases and, after promo period ends, to the remaining promo balance. Subject to credit approval. We reserve the right to discontinue or alter the terms of this offer anytime.
- */** For new accounts: Purchase APR is 29.99%. Minimum interest charge is \$2. Existing cardholders: See your credit card agreement terms.
- † Subject to credit approval. Not applicable on shipping & handling costs or taxes. This offer cannot be combined with financing. The 5% discount will be applied after all other applicable discounts are applied at point of sale. We reserve the right to discontinue or alter the terms of this offer anytime.

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

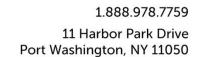
Global Industrial will offer a discount off our already reduced list price. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Standard exclusions apply.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

We are constantly increasing our product offerings to meet the diverse and changing needs of our customers. Products are continually added to the Global Industrial website that will meet the same scope of products offered at the time of this proposal. Eligible new products will be available to OMNIA Partners members at the time of addition to the website at the same discount offered within this proposal. Standard exclusions apply.

xii. Provide any additional information relevant to this section.

Outside of the items offered on our website, Global Industrial also has the ability to special order products from hundreds of manufacturers, leaving endless possibilities for configuration and compatibility. While these products will not be eligible for the discount offered through a contract with





Region 4 ESC, Global Industrial will assist Members in finding suitable product solutions. Pricing will be negotiated on a case-by-case basis.



REDACTED COPY

Tab 3 Performance Capability



i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.



We are Global Industrial: an industry leader in the commercial and industrial space for more than 70 years. Global Industrial started in 1949 as a small material handling company. Today we are an industry leader with 1.5+ million products in 21 industrial and commercial categories. Global Industrial is one of the world's most experienced resources for industrial supplies. Our success and growth is a



result of **listening to our customers** to provide product solutions across multiple industrial and commercial categories.





Now let's go over what we do and why Global Industrial is different than other suppliers.

What We Do

Global Industrial provides industrial grade products to customers across every type of business across North America. Our 7 distributions centers enable us to supply products to our customers quickly and safely, delivered on time and within budget. Each associate at Global Industrial is laser focused on accelerating our customer experience by exceeding customer expectations.

Quality Products and Competitive Pricing

We have over 1.5 million products consisting of the biggest brands in the business, headlined by our Global Industrial Exclusive Brands. Our business model is designed to minimize costs and pass that saving on to our customers. Customers can find exactly what they need while having the option of which brand works best for their budget.

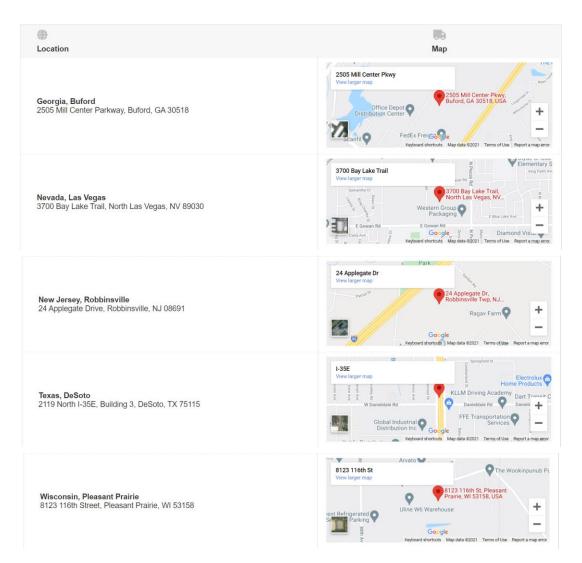
Our Global Industrial Branded products provide high quality value for our customers. They are created specifically to match what we know our customers want. How do we know? Because we asked!





5 Distribution Locations Throughout the United States

With 5 distribution locations and more than 2.5 million square feet of warehouse space, we are able to house multiple inventories, so we can deliver more products across the country at lower shipping costs and faster delivery time.





Drop Ship Capabilities

Outside of the items offered on our website, Global Industrial also has the ability to special order products from hundreds of manufacturers, leaving endless possibilities for configuration and compatibility. Our distribution model includes shipping from our own distribution centers across the United States and Canada, as well as drop-ship items direct from manufacturers' facilities. Shipping direct from the manufacturer often eliminates lengthy lead times by getting the products directly in the customer's hands quickly instead of waiting for the products to come through our distribution centers. Our website clearly indicates the expected lead times for all products, setting realistic expectations for our customer, and aiding in better project and product planning.

Numbers of Employees

B. Total number and location of salespersons employed by Supplier

Global Industrial currently employs 192 salespersons nationally. Our sales team is managed by 15 Assistant Sales Managers who report to a Corporate Sales Manager in each sales office location.

Sales Office Location	Number of Salespersons
Port Washington, NY	41
Buford, GA	58
Robbinsville, NJ	40
Milwaukee, WI	23
Henderson, NV	30
Total	192



Inbound Sales

Global Industrial employs an additional 63 Inbound Sales Representatives, based out of our offices in Buford, GA and Henderson, NV.

Outbound Sales

Global Industrial employs 20 Outbound Sales Representatives across the United States.

Territory Sales Managers – Strategic Coverage

Territory Sales Manager

...Did you know?

Global Industrial offers FREE on-site support for you and your business. Our field team not only has a vast and diverse understanding of our product offerings, but also has direct lines to our entire (and ever-expanding) vendor network for any specialized or specific field of expertise — regardless of how complex. Our team is OSHA 10 certified and will be able to guide you through a focused project, or provide solutions and alternatives to support your efforts at reducing budget impact, increasing operational efficiency, or identifying faster and better sources for your industrial needs. Whether you are new to Global Industrial or have a dedicated Account Manager you work with regularly, we encourage you to utilize your local Territory Sales Manager today as an added resource now available to you.







Required Company Name Business Type* Company Name (Required) Questions / Concerns Street Address* Contact your Global Industrial Street Address (Required) Contact Us 1.888.978.7759 City* Current Territory Coverage Map* Zip / Postal Code* City (Required) Current Territory Coverage | ~ Zip (Required) Contact Name* Contact Phone* Contact Email Address * Name (Required) Phone Number (Required) What would you like to discuss with the team? *

Complete the below form to receive a call from our TSM team to discuss an on-site consultation.

C. Number and location of support centers (if applicable) and location of corporate office.

This site is protected by reCAPTCHA and the Google <u>Privacy Policy</u> and <u>Terms of Service</u> apply.

Global Industrial's corporate office is located at: 11 Harbor Park Drive Port Washington, NY 11050

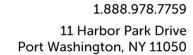
D. Annual sales for three previous fiscal years.

Fiscal Year 2020: \$1,029.0m Fiscal Year 2019: \$946.9m Fiscal Year 2018: \$896.9m

Submit >>

Dun & Bradstreet Number: 00-147-2216

The D&B report provided by Global Equipment Company Inc. is confidential information and should not be disclosed to any third parties and should only be used by Region 4 Education Service Center and OMNIA Partners for the purpose of evaluating Global Equipment Company Inc. as a supplier of Region 4 Education Service Center and OMNIA Partners and for no other purpose.





E. Describe any green or environmental initiatives or policies.

Some of the products proposed within this RFP may carry environmentally conscious or all-natural certifications. However, these designations vary by product and manufacturer. While product functionality is the primary focus of Global Industrial, if a qualified equivalent is deemed to be more environmentally friendly, we look to include that product in our offering. Typically, market adoption is impacted by the higher costs associated with these alternatives.

Our company offers ENERGY STAR product lines within our lighting and electrical product categories. Global Industrial also offers products within these categories that will apply to LEED points.

Global Industrial supports the use of sustainable product packing. Many packaging products used in the shipping of goods are recyclable and biodegradable.

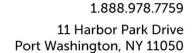
Company-wide, Global Industrial actively participates in the recycling of various products, including but not limited to: metal, plastic, plastic, cardboard, ethanol, batteries and universal waste.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Global Industrial does purchase and track purchases through socially diverse companies. Example – 8(a), HUBZone, SDVOB and woman-owned companies. In addition, Global Industrial has a large network of small and minority resellers that are part of the Global Small Business Reseller Alliance. Should a customer need to work with one of these Alliance members in order to meet its socio-economic goals, Global Industrial will facilitate the sale.

proof of such certification in the response:	
a. Minority Women Business Enterprise	
Yes No	
If yes, list certifying agency:	

G. Indicate if supplier holds any of the below certifications in any classified areas and include





b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)Yes No
If yes, list certifying agency:
c. Historically Underutilized Business (HUB)
Yes No
If yes, list certifying agency:
d. Historically Underutilized Business Zone Enterprise (HUBZone)
Yes No
If yes, list certifying agency:
e. Other recognized diversity certificate holder
Yes No
If yes, list certifying agency:

Global Industrial does not hold any certifications for Minority Women Business Enterprise, Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE), Historically Underutilized Business (HUB), Historically Underutilized Business Zone Enterprise (HUBZone) or other recognized diversity certificates.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Global Industrial does not intend to use subcontractors or affiliates to provide services within the scope of this Contract.

I. Describe how supplier differentiates itself from competitors.

Global Industrial's large distribution footprint, quality products, competitive pricing and unique Global Industrial branded products separate us from our competitors.

What We Do

Global Industrial provides industrial grade products to customers across every type of business across North America. Our 7 distributions centers enable us to supply products to our customers quickly and



safely, delivered on time and within budget. Each associate at Global Industrial is laser focused on accelerating our customer experience by exceeding customer expectations.

Quality Products and Competitive Pricing

We have over 1.5 million products consisting of the biggest brands in the business, headlined by our Global Industrial Exclusive Brands. Our business model is designed to minimize costs and pass that saving on to our customers. Customers can find exactly what they need while having the option of which brand works best for their budget.

Our Global Industrial Branded products provide high quality value for our customers. They are created specifically to match what we know our customers want. How do we know? Because we asked!

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Global Equipment Company Inc. ("Global Industrial") is involved in various lawsuits, claims, investigations and proceedings including commercial, employment, consumer, personal injury and health and safety law matters, which are being handled and defended in the ordinary course of business. Although Global Industrial does not expect, based on currently available information, that the outcome in any of these matters, individually or collectively, will have a material adverse effect on its financial condition or results of operations, the ultimate outcome is inherently unpredictable.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Global Industrial is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

To the best of its knowledge, Global Industrial is not subject to debarment or suspension actions.



Describe how volume will be tracked and reported to OMNIA Partners.

Volume will be tracked by Global Industrial within our internal customer management system. Each member account will be coded with a price contract that reflects the agreed upon pricing structure. On a monthly basis, Global Industrial will pull usage reports from our system and transfer that data to the Contract Sales Reporting Template, Exhibit E.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Global Industrial has over 60 years of experience in the government and education sector. "We can supply that." is more than just our slogan. More than our mantra. It's our state of mind. A genuine desire to exceed your expectations — every time your business does business with us. Need just the right partner for the here and now?

We can supply that.



Unlocking potential? That's our bread and butter. So whether you're brainstorming your next big idea or teaching the next generation, we'll help you build a brighter future — together. Need a problem-solving, deadline-beating, go-getter in your corner?

We can supply that.



Global Industrial specializes in offering products for every governmental and educational scenario.

We offer top sellers such as disposable face masks, air purifiers and scrubber, sanitizer dispensers and charging carts.

Global Industrial Exclusive Brands include in-demand products like our water bottle refilling stations, whiteboards, epoxy wire shelving, workbenches, utility carts, pallet jacks and hundreds of other products that offer extra value and convenience you can count on – so public agencies can do more with their budget and get back to what's important. We blend the highest quality materials with our industrial-strength-know-how to create products that meet or exceed industry standards. It is the kind of commitment you won't find anywhere else.

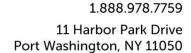
And as we navigate the here and now, we're ready to roll up our sleeves to meet ever-changing health standards – helping public agencies put employee and the public's health first, without losing time or momentum with facility solutions such as wellness check stations, partitions, face shields, touchless faucets and more.

Scope of Products:

- Transportation Equipment, Lifts, and Attachments
- Storage Products and Solutions
- Products, Parts, Tools, and Other Equipment
- Fluid Power and Automation Products and Solutions
- Other Products, Services, and Programs

Transportation Equipment, Lifts, and Attachments

- Pallet Trucks
- Fork Lifts and Attachments
- Hoists
- Tilt Trucks
- Lift Stands
- Positioning or Unit Load Equipment
- Dock and Truck Equipment
- Vehicle Lifts
- Platform Lifts





- Transportation Related Carts
- Security Trucks
- Maintenance Equipment
 - o Janitorial & Maintenance
 - Outdoor & Grounds Maintenance
 - Vehicle Maintenance
 - o Furniture & Office
 - o Ladders
 - o Electrical & Lighting
- Support Equipment
 - o Medical & Laboratory Equipment
 - Safety & Security
 - Foodservice & Appliances
 - Tools & Instruments
 - o Outdoor & Grounds Maintenance
 - o HVAC/R & Fans
 - Electrical & Lighting
 - Casters
- other transportation or related equipment products

Storage Products and Solutions

- Bulk Shelving
- Storage Cabinets
- Lockers
- Pallet and Other Racks
- Battery Containers
- Shipping and Storage Containers
- Bins
- Storage Carts and Equipment
- Related Storage Products
 - o Wire Shelving



Products, Parts, Tools, and Other Equipment

- Bearings
- Springs
- Fusing Products
- Spare Equipment and Other Parts
- Gears
- Pulleys
- Belt and Chain Drives
- Brakes
- Warehouse and Garage Equipment (parts washers, vehicle wash systems, wheel balancers, brake lathes, etc.)
- Electronic Shop Equipment and Tools
 - o Tools & Instruments
- Diagnostic Equipment
- Welding Equipment and Tools
- Spill Containment Platforms
- Rotary Drums
- Other Products

Fluid Power and Automation Products and Solutions

- Power Transmission Components
- Gear Boxes
- Motors
- Safety Controls
- AC and DC Drives
- Electronic Repair
- Bulk Handling and Conveyors
- Carriages
- Pneumatic & Hydraulic Equipment and Tools
- Other Fluid Power and Automation products



Other Products, Services, and Programs

- Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a 10% discount off our already reduced list price on the product categories not referenced above. "List price" shall be defined as that price which is indicated on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products reduced for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any discount. Freight and shipping charges are also ineligible for discount.
 - B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Our multiple distribution centers and offices across the U.S. and Canada allow our customers to receive quality products at very competitive prices. Global Industrial currently operates seven distribution centers in the following locations: Buford, GA; DeSoto, TX; North Las Vegas, NV; Pleasant Prairie, WI; Robbinsville, NJ; Calgary, Canada; and Toronto, Canada.

Outside of the items offered on our website, Global Industrial also has the ability to special order products from hundreds of manufacturers, leaving endless possibilities for configuration and compatibility. Our distribution model includes shipping from our own distribution centers across the United States and Canada, as well as drop-ship items direct from manufacturers' facilities. Shipping direct from the manufacturer often eliminates lengthy lead times by getting the products directly in the customer's hands quickly instead of waiting for the products to come through our distribution centers. Our website clearly indicates the expected lead times for all products, setting realistic expectations for our customer, and aiding in better project and product planning.

Global Industrial intends to distribute products nationally, including U.S. Territories and Outlying areas.



C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Upon request, Global Industrial will provide Region 4 ESC and participating agencies information necessary to verify Contract pricing.

If a customer creates a new account on the Global Industrial website, Master Agreement pricing will not be accessible to the customer. If a customer wishes to receive Master Agreement pricing, they should contact Global Industrial at the dedicated toll-free number provided or contact their assigned Account Manager to ensure that the pricing agreement is applied to the account prior to purchasing.

If a customer wishes to verify they are receiving Contract pricing, they can log into their dedicated account on the Global Industrial website. When viewing an item on the website, the original price will be crossed out and the Contract price is visible below.





Participating agencies can also access sales history when logged into their dedicated account on the Global Industrial website.

Click here to view account features: Global Industrial New Account Features

D. Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

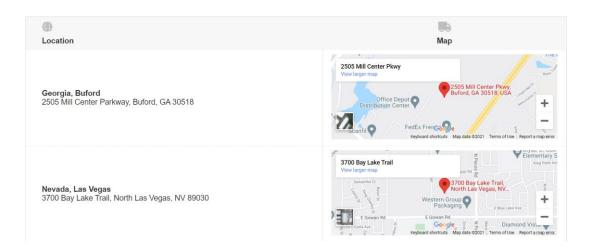
At times when a product is not stocked within our own distribution centers, Global Industrial relies on third parties such as product manufacturers and distributors to process, handle and ship products to end users. Products are shipped using third party logistics companies, delivery carriers and other methods. Global Industrial will select the best available methods for processing, handling and shipping the products to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

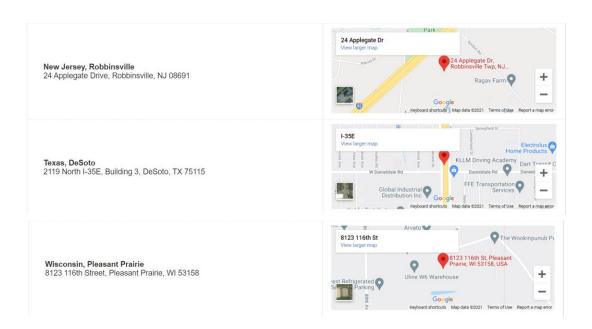


5 Distribution Locations Throughout the United States

With 5 distribution locations and more than 2.5 million square feet of warehouse space, we are able to house multiple inventories, so we can deliver more products across the country at lower shipping costs and faster delivery time.







Corporate Office:
Global Equipment Company Inc.
11 Harbor Park Drive
Port Washington, NY 11050

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Within the first 10 days of award, Global Industrial's executive leadership will announce to the sales and support staff their endorsement and sponsorship of the award as our newest public sector partnership.



ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Upon the award from Region 4 Education Service Center and OMNIA Partners, the Global Industrial Sales Enablement team, in conjunction with our executive leadership, will design and implement a comprehensive training program to educate its national sales force about the Contract.

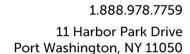
The training sessions will include the following key elements:

- Explanation of the solicitation process
- Pricing standards established by an agreed upon Contract
- Thorough examination of product categories covered by the Contract
- Educating new and existing public agency customers as to how and where to join the cooperative
- Range of public agencies that can utilize the Master Agreement
- Positioning of Contract as a contract vehicle option for customers
- Benefits of the use of cooperative contracts
- Global Industrial's internal order process to insure compliance with all terms of the Contract
- Contract terms as applicable to the sales functions performed by our sales team
- Review marketing support campaigns for the contract developed by Global Industrial with approval from Region 4 Education Service Center and OMNIA Partners
- Participation and training provided by the OMNIA Partners team

All sales and support staff nationwide will be required to complete the training developed to support a contract with Region 4 Education Service Center and OMNIA Partners. An initial training program of existing sales force will be completed within 45 days of notice of award. Follow-up training programs will be established and conducted on a quarterly basis to reinforce the key elements of the Contract. Additional training sessions will be performed for new sales and support staff nationwide as part of the new employee on-boarding process.



- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplierspecific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners





If awarded a Contract by Region 4 Education Service Center and subsequent national agreement with OMNIA Partners, Global Industrial presents the following marketing plan for 30, 60, 90 days and beyond (subject to mutual agreement of both parties).

Within 30 days, Global Industrial commits to engaging our Marketing department to develop and distribute a customized and co-branded contract award announcement to include Global Industrial and OMNIA Partners logos. The contract award announcement will be sent via email to Global Industrial's existing public agency customers.

Our Marketing department will incorporate the following elements into the contract award announcement:

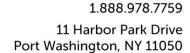
- Contract name
- Contract number
- Major product categories covered by Contract
- Interactive links to the Global Industrial and Omnia Partners websites
- Contact information for their Global Industrial Account Manager.

Global Industrial Account Managers will follow up with existing public agency customers using phone calls and directed emails with the goal of further educating our customers regarding the contract award and benefits to using the Contract for their purchases.

Global Industrial's Marketing department will also develop and distribute an award announcement to existing Omnia Partners members, including the name and number of the Contract and a description of the major products included on the Contract as well as information pertaining to how to reach their Global Industrial point of contact.

Within 60 Days, Global Industrial commits to engaging our marketing department to design co-branded marketing pieces that can be used to promote the Contract in both electronic and printed formats. These additional marketing pieces are intended to be used during training sessions, customer meetings or at public sector conferences.

Additionally, during this time period Global Industrial's web development team will be tasked with adding the Master Agreement details and contact information to our Global Industrial Government Contact Center webpage (Global Industrial Government Contact Center).











GLOBAL INDUSTRIAL CONTRACT VEHICLES



BuyBoard Cooperative Purchasing www.buyboard.com

Contract # 577-18 Building Maintenance

BuyBoard is an extensive marketplace that complies with the procurement laws of each participating state As an active vendor, Global government purchases have already met competitive procurement requirements with BuyBoard.



1 Government Procurement Alliance www.1qpa.orq

Contract# 19-01PV Janitorial Supplies, Equipment & Services Contract# 19-02PV Furniture Products and Services

1GPA is a national non-profit governmental purchasing cooperative which allows public entities with existing contracts to purchase goods and services from local and national vendors. 1GPA Contracts are approved and awarded by 1GPAS lead governmental entities and are available for use and benefit of all entities complying with their own state procurement laws and regulations.



The Interlocal Purchasing System (TIPS) contract awards www.tips-usa.com

200301 Furniture, Furnishings and Services 190101 Safety Equipment, Supplies and Services 200106 Janitorial and Sanitation Supplies

200604 Pathogen Removal and Remediation Supplies and Services 200701 Indoor Air Quality Equipment and

TIPS contracts are awarded to increase the efficiency and effectiveness of school operations and vendors must adhere to an established competitive bidding process.



Florida Buys Cooperative Purchasing

Contract# 21-326 Outdoor bleachers and Related Equipment. The Florida Buy State Cooperative Purchasing program offers a FREE state-wide solution for government procurement by providing competitively solicited contracts and more.

Our Florida Buys contract includes special pricing on the following outdoor and grounds product categories: bleachers, shelters, benches and picnic tables, bike parking and storage, dog park equipment, drinking fountains, garbage can and recycling products, outdoor chairs, outdoor fencing, outdoor insesage boards and signs, outdoor tables, playground equipment, umbrellas, bases and more. So, who can use the Florida Buys contacts, any K-12, higher education, local government agency or non-profit, located in the state of Florida.



State of PA Department of General Services Contract www.dgs.pa.gov/COSTARS

Contract # 017-046, Waste, Recycling, and

COSTARS serves as the state of Pennsylvania's conduit through which registered local procurement units are able to leverage contracts established by DGS.



New York State Office of General Services Outdoor Furniture Contract

Group 21510-Award 22984, Contract# PC67464, Outdoor and Site Furniture

Our contract with NYS OGS includes special pricing on commodities and outdoor materials such as picnic benches, tables, seating, barbecues, trash receptacles, liners, and more.



Equalis Group is an innovative cooperative purchasing organization that believes in the power of partnership; when you work together you achieve more www.equalisgroup.org

Lead Public Agency: Region 10 Education Service Center Contract # EQ-052920-01E, Furniture and Storage Polated Products and Society

Contract Product Categories: office furniture, school furniture, computer furniture, bookcases, cabinets, shelving, chairs, stools, lables, desks, AV equipment, picnic tables, benches, bleachers, lockers, matting, partitions, whiteboards and much much more...



Within 90 Days, Global Industrial's Marketing department will develop banner stands promoting the Master Agreement. These new banner stands, along with the co-branded marketing pieces are intended for use at governmental and educational conferences nationwide. Additionally, Global Industrial will insure that the co-branded marketing pieces and banner stands are present at the Global Industrial National Trade Show.

Global Industrial has in the past supported and intends to continue to evaluate attendance at conferences including: Association of School Business Officials International (ASBO), NIGP The Institute for Public Procurement, National 8(a) Association, as well as those focused on MWBE and National Veteran Small Business Engagement.

During this time frame, Global Industrial will establish a dedicated toll-free number and email address for OMNIA Partners.

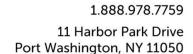
Global Industrial's web development team will create a dedicated OMNIA Partners internet web-based homepage on the Global Industrial website with the following key elements:

- OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Global Industrial
- Summary of Products and Pricing
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for OMNIA Partners

Beyond the 90 day mark, Global Industrial will create quarterly marketing campaigns exclusively for OMNIA Partners members. These marketing campaigns may include elements such as the following:

- Special promotional pricing on items beyond standard agreed upon discounts
- Seasonal campaigns in the summer and winter highlighting applicable products

Global Industrial typically maintains a presence at governmental and educational trade shows throughout the United States. In a continuing effort to market the Master Agreement to current participating public agencies, Global Industrial commits to attendance and participation with OMNIA





Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

Additionally, Global Industrial commits to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Global Industrial. In addition, Global Industrial commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Throughout the term of the Master Agreement, Global Industrial agrees to design and publish national and regional advertising in trade publications in support of our partnership with OMNIA Partners.

Using case studies, collateral pieces, presentations, promotions and various other marketing efforts, Global Industrial is fully committed to the ongoing marketing and promotion of the Master Agreement throughout its term.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Global Industrial encourages public agencies to utilize cooperative agreements as often as possible, recognizing that cooperatives represent a procurement solution that has become more readily accepted and experienced exponential growth in recent years. The addition of cooperative contract options has been carefully controlled. Global Industrial will continue to allow customers to determine the cooperative contract they most wish to use for their purchases, based on their own procurement requirements.



List of current cooperative contracts:

Cooperative / State Agency	Contract Number & Name
BuyBoard Cooperative Purchasing	577-18 Building Maintenance Repair and Operations
1Government Procurement Alliance	19-01PV Janitorial Supplies, Equipment & Services
1Government Procurement Alliance	19-02PV Furniture Products and Services
The Interlocal Purchasing System (TIPS)	200301 Furniture, Furnishings and Services
The Interlocal Purchasing System (TIPS)	190101 Safety Equipment, Supplies and Services
The Interlocal Purchasing System (TIPS)	200106 Janitorial and Sanitation Supplies and Services
The Interlocal Purchasing System (TIPS)	200604 Pathogen Removal and Remediation Supplies and Services
The Interlocal Purchasing System (TIPS)	200701 Indoor Air Quality Equipment and Services
Equalis Group	EQ-052920-01E Furniture and Storage Related Products and Services
Florida Buy / Panhandle Area Educational Consortium	21-326 Outdoor Bleachers and Related Equipment
State of Pennsylvania Department of General Services	COSTARS 017-046 Waste, Recycling, and Material Handling Containers
New York State Office of General Services	Group 21510-Award 22984, Contract # PC67464 Outdoor and Site Furniture Including Picnic Tables

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Global Industrial intends to provide its logo to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions provided advance approval of such communications and promotions has been received from Global Industrial. Any marketing collateral created by Global Industrial that incorporates the OMNIA Partners logo will be submitted to OMNIA Partners for approval prior to publication.



- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - A. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - B. Best government pricing
 - C. No cost to participate
 - D. Non-exclusive

Global Industrial will be proactive in direct sales of our goods and services to Public Agencies nationwide. We are committed to providing timely responses to leads established by OMNIA Partners. All sales materials shall use the OMNIA Partners logo and sales initiatives shall communicate at a minimum:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - A. Key features of Master Agreement
 - B. Working knowledge of the solicitation process
 - C. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - D. Knowledge of the benefits of the use of cooperative contracts

Global Industrial confirms our national sales force will be thoroughly trained as to the key features of the Master Agreement, have a working knowledge of the solicitation process, possess awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and demonstrate knowledge of the benefits of the use of cooperative contracts.



- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - A. Executive Support
 - B. Marketing
 - C. Sales
 - D. Sales Support
 - E. Financial Reporting
 - F. Accounts Payable
 - **G.** Contracts

i. Executive Support

Claudia Hughes, Senior Vice President & Chief Sales Officer

Email: chughes@globalindustrial.com

• Phone: (516) 608-7123

ii. Marketing

• William Sexton, VP of Marketing

Email: wsexton@globalindustrial.com

• Phone: (516) 608-7473

iii. Sales

• Evelyn Davis, Senior Director, Outbound Sales

Email: <u>evdavis@globalindustrial.com</u>

• Phone: (678) 969-6575

iv. Sales Support

• Christopher Solomon, Vice President, Government Programs

• Email: <u>csolomon@globalindustrial.com</u>

• Phone: (949) 280-5047

v. Financial Reporting

• Richard Nadraus, Accounting Manager

• Email: rnadraus@globalindustrial.com

• Phone: (516) 608-7629

vi. Accounts Payable

• Gerard Combs, Manager, Accounts Payable

• Email: jcombs@globalindustrial.com

• Phone: (516) 608-3011



vii. Contracts

• Nicole L. Werra, Government Contracts and Compliance Manager

• Email: <u>nwerra@globalindustrial.com</u>

• Phone: (414) 302-7311

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Global Industrial currently employs 192 salespersons nationally. Our sales team is managed by 15 Assistant Sales Managers who report to a Corporate Sales Manager in each of our five sales office locations.

Sales Office Location	Number of Salespersons
Port Washington, NY	41
Buford, GA	58
Robbinsville, NJ	40
Milwaukee, WI	23
Henderson, NV	30
Total	192

Inbound Sales

Global Industrial employs an additional 63 Inbound Sales Representatives, based out of our offices in Buford, GA and Henderson, NV.

Outbound Sales

Global Industrial employs 20 Outbound Sales Representatives across the United States.



Territory Sales Managers – Strategic Coverage



The highest-level executive in charge of the sales team is:

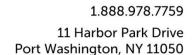
Claudia Hughes Senior Vice President and Chief Sales Officer 131 S. Federal Highway, Suite 324 Boca Raton, FL 33432

Email: chughes@globalindustrial.com

Phone: (516) 608-7123

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Global Industrial public sector Corporate Sales Managers, Assistant Sales Managers, Account Managers and executive sales leadership will work closely with OMNIA Partners to target regional marketing, by sector, by region and by state. Special attention will be given to underserved areas and segments within the public sector customer base. Global Industrial will perform quarterly reviews to assess effectiveness of existing campaigns and develop new campaigns to support the national program.





Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The executive sales leadership team of Global Industrial will fully support and manage the overall national program throughout the term of the Master Agreement. This includes ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. Global Industrial will drive continuing sales and marketing efforts using incentives developed around new membership attainment, sales reporting to identify areas for improvement and develop promotional campaigns around seasonal or trending product lines within the contract.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

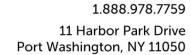
Global Industrial's sales to Public Agencies in 2020 were in excess of \$100 million.

Due to customer confidentiality requirements we are unable to provide our top 10 Public Agency customers and the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

All Global Industrial sales and distribution locations utilize the same systems for order entry and processing. We have standardized internal processes related to order entry, including automated purchase order processing. These standardized processes in both the sales and warehouse environments lead to more accuracy and consistency. Details pertaining to our sales and distribution operations are proprietary and cannot be disclosed at this time.

Account management tools on our site can truly make our customer's businesses more successful and lives easier. Once they have an account, they will be able to manage billing and payments, change or update account information, view orders, create shopping lists, retrieve quotes and more.





In addition to 24/7 availability and creating shopping lists, customers can also order inventories, making it easier and faster for subsequent orders throughout the year. These web-based tools also provide the ability to approve or deny purchases from authorized users within the account.

SMS Alerts

SMS Text updates allows customer to stay in the know about their orders without having to login to the website for status. Consider your personal e-commerce experience, the days of updates coming only from a user portal are gone. Customers expect updates via email and phone, this functionality provides users updates at their fingertips throughout the delivery process.

Requesting/Paying An Invoice

Invoice requests are almost as common as quote requests and can take time to process. From dialing or crafting an email to the time waiting for a response, customers can significantly enhance this experience while saving time through the website. Our customers now have the opportunity to request an invoice or request to pay an invoice in seconds through the chat bot on the website.

Order History Reports (My Savings)

Business reviews are standard practice for sales associates, however budget reviews and cost saving are just as common for those who purchase from us. Our site enables our customers to review/report on all of their orders (with different time options) along with providing details into the cost savings they have generated by purchasing from Global.

User Roles and spending limits turn our website into a customer managed portal. By providing admins the ability to add users and control their access / spending while maintaining an approval hierarchy, customers can now leverage our site across their entire organization without the bottleneck of only one user purchasing.

An **Administrator** user can create and manage contacts with any role, view and approve all orders placed for the account, and manage billing addresses and credit card information. Since Administrators can place orders without any spending limit, your account holders want to be very careful if they assign this to anyone but themselves.



A **Buyer** user can also place orders without any spending limit, manage the profile and update the shipping address. They cannot create or manage contacts.

A **Jr. Buyer** can place orders within assigned spending limits. Orders over the spending limit will be suspended until the assigned buyer or administrator approves the order. A Jr. Buyer can approve orders placed by an Associate as long as they are within the Jr. Buyer's spending limit.

An **Associate** user can place orders within set spending limits. Orders over the spending limit will be suspended and subject to assigned buyer for approval. Associate cannot approve orders by other contacts. They can manage the profile and update the shipping address, and can set an associate's spending limit to zero dollars in order to put all orders on hold.

Contacts with roles "Administrator", "Buyer" or "Jr. Buyer" can only be assigned as supervisor of contact with roles "Jr. Buyer" and "Associate".

Auto Reorder Capabilities

Set up consumables to be on the door steps automatically! Auto-reorder gives customer the option to select products that will be automatically ordered / reordered based on the frequency of their choosing.

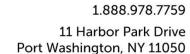
Custom Shopping Lists

Customers can create custom shopping lists that they (and their users) can order from over and over again. Whether it be from the entire list or just a handful of the products on the list, leveraging shopping lists makes it easy for multiple users to purchase form a predetermined selection of product.

Create Quotes

Customers have the ability to create a quote from the shopping chart and have it sent to an email address. It's that simple.

Global Industrial offers an extranet online buying option that works like an e-procurement website. This option would allow the member to log into the portal and purchase items similar to a Business-to-Consumer buying environment. Our company's capabilities in terms of automation and e-procurement



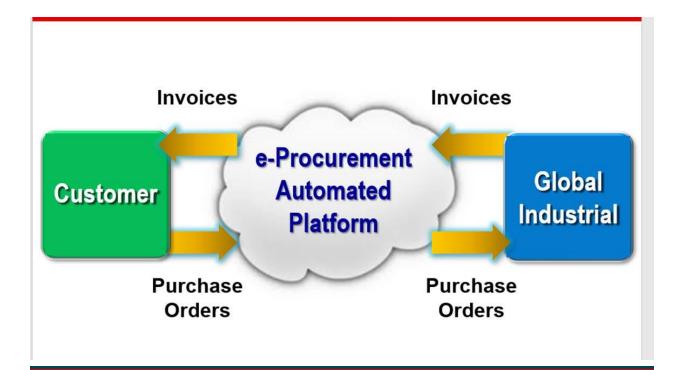


are as follows: Global Industrial supports many of the e-procurement purchasing platforms available on the market. These purchasing platforms help achieve our customer's goals by streamlining, reducing or completely eliminating paper-based processes; driving contract compliance by encouraging supplier consolidation with key suppliers, such as Global Industrial; allowing the customer increased visibility and control across their entire procure-to-pay process which provides the ability to analyze spending at both the category and item level; and the elimination of multiple and redundant purchasing systems. Global Industrial offers state of the art ordering through our website. Once an account is created, managing multiple tasks such as ordering and inventory checks can be completed quickly and easily. We offer features that enable order management power such as auto reorder, online returns, replacement parts and order tracking.

Click here to view account features: Global Industrial New Account Features

Global Industrial can support either EDI or CXML implementation which ultimately lowers our customers' transactions costs by eliminating manual, paper-based procurement processes. Additionally, we have full integration with some of the biggest online marketplaces. This includes, but is not limited to, eBay, Amazon, Shopping.com, and Pricegrabber. Global Industrial has EDI integration with most of our top vendors and that keeps our inventory information fresh. We also have the ability to provide and process any type of data feed, such as product, inventory, orders, etc. in multiple formats (ex. CSV or XML). Provisioning an e-procurement system with data is one of our core strengths. We have a large roster of customers that currently shop directly through our extranet portal. We are on the Ariba Supplier Network and have created punch-out catalogs for customers on that platform. Our punch-out catalog technology provides paperless purchase orders, a self-service solution, and strong accountability, and it allows buyers to seamlessly purchase online through their procurement application without limitations of set business hours. Global Industrial's punch-out catalog offers many features and benefits. The most common are being able to offer a large selection of products, reflecting preferred pricing as the buyer is shopping, outstanding quality, same day shipments on most orders, shopping convenience, in depth product information with photo galleries, callouts and videos, exclusive Global Industrial branded products, extended service plans, and customer reviews. Our sales professionals are able to maintain high standards of customer service and support with outstanding product knowledge because Global Industrial thrives on giving our customers best-in-class service and we want to ensure we are confident in doing so.





Punchout/Roundtrip

- From customer's platform, they click through our website to build a Shopping Cart
- Once complete, their Shopping Cart is returned back into their e-Procurement platform, ready for them to complete the purchase
- exclusive pricing already place eliminates double entry or having to reach out to Account Manager for a quote on the items in catalog



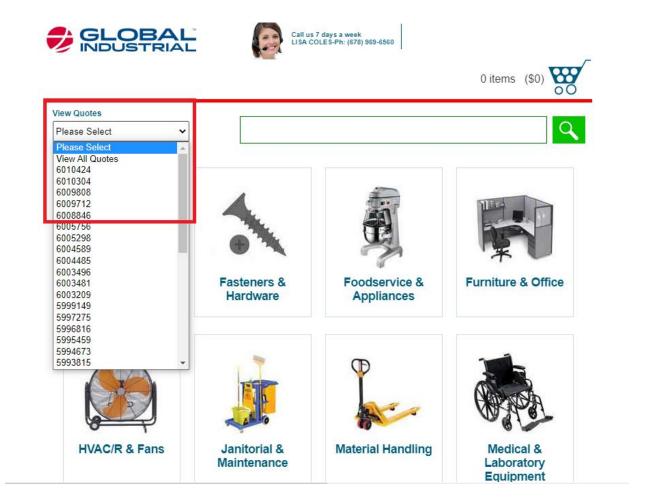
E-Quote feature on Punchout

Overview:

This document gives a detailed walkthrough of the e-quote functionality on Global Punchout.

Explanation with steps:

Step 1: Click on the 'View Quotes' drop down as shown in the below image.

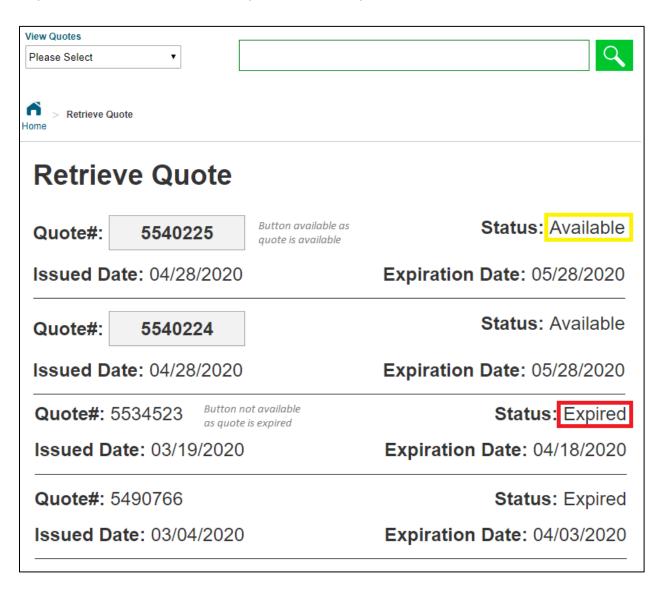


- As seen in the above image, the drop down has 'View All Quotes' and different quote numbers.
- The 'View All Quotes' option will display all the quotes placed for the account (All quotes means quotes which are active/available as well as expired).



• Other options which are seen below the 'View All Quotes' option are active quotes.

Step 2: Click on the 'View All Quotes' option from the drop down.



- Clicking the 'View All Quotes' option will navigate the user to 'Retrieve Quote' section.
- In the 'Retrieve Quote' section, all the available and expired quotes will be seen.
- As shown in the above image, quotes with status as 'Available' will have the Quote number as a clickable button, clicking on which the user will be navigated to respective 'Quote Details' page.

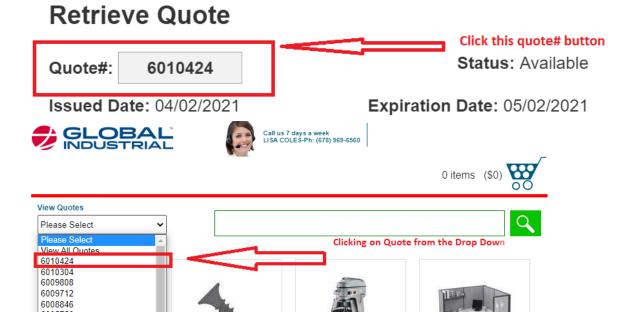


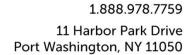
 Quotes with status as 'Expired' will not have any button as those quotes won't be available to order.

Step 3: From the 'Retrieve Quote' section click on the Quote# button for quotes with status as available.

OR

User can directly click on the Quote# from the 'View Quote' drop down.







Quote Details

Quote#: 6010424 **Subtotal:** \$27,061.20

Account#: 38335 **Shipping:** \$893.99

Quote Issued: Apr 2, 2021 **Tax:** \$2,306.31

Quote Expiration: May 2, 2021 **Quote Total:** \$30,261.50



Nexelate® Silver Epoxy Wire Shelving Starter 48"W x 24"D x 74"H

Item #: T9T990144 \$143.95 Qty: 120

Expected delivery on or before Tue, Apr 06 with standard shipping.

standard shipping

Stem Casters Set of (4) 5 Inch Polyurethane Wheels, All 4 with Brakes, 1200 Lb. Cap.

Item #: T9T800282 \$81.56 Qty: 120

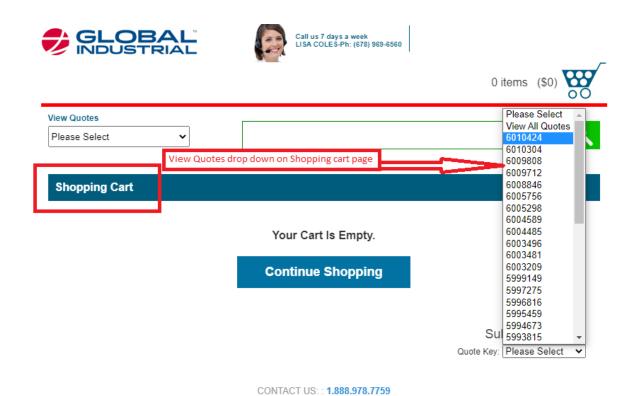
Expected delivery on or before Tue, Apr 06 with standard shipping.

Sales Rep. Information

- After clicking Quote# button from the 'Retrieve Quote' section OR after directly clicking the Quote# from the 'View Quote' drop down, the user is navigated to 'Quote Details' section.
- As shown in the above image, the 'Quote Details' section contains all the information (i.e. Quote total, shipping charges, shipping and billing address etc.) about the Quote.
- If the user wants to convert the Quote into an order, the user will have to click the 'Punchout' button.

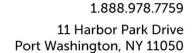
Note: The 'View Quote' drop down which is available on the Home Page is also available on the Shopping Cart page in the name of "Quote Key" option. Functionality on both the pages is same.





Clearance | Privacy | Terms of Use

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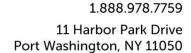
L.	Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").				
	\$00 in year two				
	\$00 in year three				

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Global Industrial submits the following Guaranteed Contract Sales: \$0.00 in year one \$0.00 in year two \$0.00 in year three

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing. Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.





Global Industrial cannot comply with section M above. Global Industrial will continue to respond to all Public Agency requests accordingly and reference the Master Agreement with OMNIA Partners when possible within the scope of the Public Agency's documents.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Appendix D, Exhibit B, OMNIA Partners Administration Agreement has been reviewed by Global Industrial. Our proposed exceptions are detailed in Appendix B, Terms and Conditions Acceptance Form within Tab 1.

Exhibit B Administration Agreement, Example

ADMINISTRATION AGREEMENT
THIS ADMINISTRATION AGREEMENT (this " <u>Agreement</u> ") is made this day of 20, between National Intergovernmental Purchasing Alliance Company, a Delaward corporation d/b/a OMNIA Partners, Public Sector (" <u>OMNIA Partners</u> "), and (" <u>Supplier</u> ").
RECITALS
WHEREAS, the (the "Principal Procurement Agency") has entered into a Master Agreement effective, Agreement No, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of (the "Product");
WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that registe (either via registration on the OMNIA Partners website or execution of a Master Intergovernmenta Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;
WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;
WHEREAS , OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;
WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and
WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.
NOW, THEREFORE , in consideration of the payments to be made hereunder and the mutua covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.
- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three-percent (3_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("<u>Contract Sales Report</u>"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners Attn: President 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

B. Supplier:

Global Equipment Company Inc.

11 Harbor Park Drive

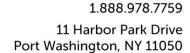
Port Washington, NY 11050

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL
Global Equipment Company Inc.	INTERGOVERNMENTAL PURCHASING ALLIANCE
*Signature/submission is subject to exceptions submitted herein.	COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR
exceptions subtimed his ent.	TARTINERS, TUBLIC SECTOR
Signature	Signature
Christopher Solomon	Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
Vice President, Government Programs	Contracting
Title	Title
August 26, 2021	
Date	Date

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iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micropurchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree?	YES	Initials of Authorized Representative of offero

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree?	YES_		Initials of Authorized Representative of offero
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(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES	P	Initials of Authorized Representative of offero

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES		Initials of Authorized Representative of offero
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(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YESinitials of Authorized Representative of offeror	Does offeror agree? YES	B	Initials of Authorized Representative of offeror
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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does	offeror	agree?	YES



Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YESInitials of Authorized Representative of of	Does offeror agree? YES	B	Initials of Authorized Representative of of
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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree	3 VEC



Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES



Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES



Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES	Initials of Authorized Representative of offeror			
CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336				
Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Does offeror agree? YESInitials of Authorized Representative of offeror				
CERTIFICATION OF APPLIC	CABILITY TO SUBCONTRACTORS			
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YESInitials of Authorized Representative of offeror				
Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.				
Offeror's Name: Global Equipment Company Inc.				
Address, City, State, and Zip Code: 11 Harbor Park Drive Port Washington, NY 11050				
Phone Number: 1-888-978-7759 Fax Number:				
Printed Name and Title of Authorized Representative: Brittany Garrett, Educational Contract Specialist				
Email Address: k12bids@globalindustrial.com				
Signature of Authorized Representative:	Date: August 26, 2021			

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7: Standard Form 424B, ¶ 3, i, FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-KickbackAct.

- a. <u>Applicability of Davis-Bacon Act</u>. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. <u>It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.</u>
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once aweek.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback 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. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and SafetyStandards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be 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 workweek.
- d. The requirements of 40 U.S.C. § 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- 6. Rights to Inventions Made Under a Contract or Agreement.
 - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as
 - FEMA awards under these programs do not meet the definition of "funding agreement."
 - b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract,

grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. <u>Debarment and Suspension</u>.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are

debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. <u>See 2</u> C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter <i>PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered

9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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 U.S.C. § 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Global Equipment Company Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Christopher Solomon, Vice President, Government Programs

Name and Title of Contractor's Authorized Official

August 26, 2021

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

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- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v

3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:		
Global Equipment Company Inc.		

Address, City, State, and Zip Code:

11 Harbor Park Drive Port Washington, NY 11050	
Phone Number: (949) 280-5047	_Fax Number:
Printed Name and Title of Authorized Representative: Christopher Solomon, Vice President	t, Government Programs
Email Address: csolomon@globalindustrial.com	
Signature of Authorized Representative: August 26, 2021	Ohr Sol Date:

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Global Equipment Company Inc.

Organization Address: 11 Harbor Park D	Orive Port Washington, NY 11050				
Part I Check the box that represen	its the type of business organization:				
Sole Proprietorship (skip Parts II an	nd III, execute certification in Part IV)				
■ Non-Profit Corporation (skip Parts	II and III, execute certification in Part IV)				
X For-Profit Corporation (any type)	Limited Liability Company (LLC)				
Partnership Limited Partn	ership Limited Liability Partnership (LLP)				
Other (be specific):					
<u>Part II</u>					
corporation who own 10 perce partners in the partnership who members in the limited liability	mes and addresses of all stockholders in the ent or more of its stock, of any class, or of all individual o own a 10 percent or greater interest therein, or of all company who own a 10 percent or greater interest COMPLETE THE LIST BELOW IN THIS SECTION)				
OR					
class, or no individual partner interest therein, or no member	No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)				
(Please attach additional sheets if more spa	ce is needed):				
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address				
Global Industrial Holdings LLC	11 Harbor Park Drive Port Washington, NY 11050				

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investors.globalindustrial.com/financials/sec-filings/default.aspx	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address			
N/A				

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christopher Solomon	Title:	Vice President, Government Programs
Signature:	Mr. Sol	Date:	August 26, 2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE			
	Reference: VII-H		
Name of Form:	NON-COLLUSION AFFIDAVIT		
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15		
Instructions Reference:	Statutory and Other Requirements VII-H		
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.		

NON-COLLUSION AFFIDAVIT

State of New Jersey California				
County of Orange		ss:		
Z. Christophen Oalaman	. 1.	Alice Visio		
I, Christopher Solomon (name of affiant)	residing in _	Aliso Viejo	of municipality)	
in the County of Orange		and State of	California	of full
age, being duly sworn according to law or	n my oath de			
I am Vice President, Government Programs	of	the firm of Glob	bal Equipment Comp	any Inc.
(title or position)			(name	of firm)
	the bidd	ler making this	Proposal for the b	oid
21-14 Warehousing, Material Handling		8	1	
entitled and Production Support		I executed the	said proposal with	h
(title of bid proposal)				
full authority to do so that said bidder has				
participated in any collusion, or otherwise	taken any ac	ction in restrain	it of free, competit	ive bidding in
connection with the above named project;				osal and in this
affidavit are true and correct, and made w				. 1
Service Center relies upor	n the truth of	the statements	contained in said	Proposal
and in the statements contained in this affi	idavit in awa	rding the contr	act for the said pro	niect
and in the statements contained in this arri	idavit ili avva	rung me conu.	act for the said pro	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
I further warrant that no person or selling	agency has b	een employed	or retained to solid	cit or secure such
contract upon an agreement or understand				
fee, except bona fide employees or bona f	ide establish	ed commercial	or selling agencies	s maintained by
Global Equipment Company Inc.			8 8	
Subscribed and sworn to	000	~ 0		
	(01).	1 2 2 -		
before me this day	()et	VA. 9		
		Signature		
2		Christopher Solo	mon	
	(Type o	or print name of	affiant under signa	nture)
	() 1	•		
Notary public of				
My Commission expires				
iviy Commission expires				
(Seal)				

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Globa	l Equipment Company Inc.
Street: 11 Harbor Park Driv	e
City, State, Zip Code:	Port Washington, NY 11050
Proposal Certification:	
proposal will be accepted	s compliance with New Jersey Affirmative Action regulations. Company'd even if company is not in compliance at this time. No contract and/o sued, however, until all Affirmative Action requirements are met.
Required Affirmative A	ction Evidence:
Procurement, Professiona Vendors must submit w	al & Service Contracts (Exhibit A) with proposal:
1. A photo	copy of their Federal Letter of Affirmative Action Plan Approval
OR	
2. A photo OR	copy of their Certificate of Employee Information Report
3. A compl	ete Affirmative Action Employee Information Report (AA302)
Public Work - Over \$50	0,000 Total Project Cost:
A. No approved Federal	or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A upon recei	pt from the
B. Approved Federal or	New Jersey Plan – certificate enclosed
the best of my knowledge	statements and information contained herein, are complete and correct to and belief.
August 21, 2021	And a win of Since where a word Tital a
Date	Authorized Signature and Title Vice President, Government Programs

DOC #3, continued

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 it 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

 Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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 on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 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 http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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 <u>N.J.S.A.</u> 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:

- 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- 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."

DOC #4, continued

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.

	no later	man to days prior to	the award of	me contract.	
Part I – Ve	endor Information				
Vendor Nam	ne: Global Equip	ment Company Inc.			
Address:	11 Harbor Park Dr	ive			
City:	Port Washington	State: NY	Zip: 1105	50	
	ned being authorized to with the provisions of head this form.				
BOA		tany Garrett	Educatio	onal Contract Specia	alist
Signature		Printed Name	Title		
	Part I	I - Contrib	ıtion Di	sclosure	
political con	requirement: Pursua ntributions (more that tees of the government	an \$300 per election	cycle) over t	the 12 months pr	ior to submission to
	ere if disclosure is pro				
Cont	ributor Name	Recipient N	ame	Date	Dollar Amount
N/A				-	*

					ļ
					<u> </u>
Check he	ere if the information	is continued on subsec	uent page(s)		

DOC #4, continued

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 THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:										
	holding 10% or more of the issued and outstanding stock of the undersigned.									
I certify that no one stockholder owns 10% the undersigned.	or more of the issued and outstanding stock of									
Check the box that represents the type of busine	ss organization:									
Partnership Corporation	Sole Proprietorship									
Limited Partnership Limited Liability C	Corporation Limited Liability Partnership									
Subchapter S Corporation										
Sign and notarize the form below, and, if necessa	ry, complete the stockholder list below.									
Stockholders:										
Name: Global Industrial Holdings LLC	Name:									
Home Address: 11 Harbor Park Drive Port Washington, NY 11050	Home Address:									
Name:	Name:									
Home Address:	Home Address:									
Name:	Name:									
Home Address:	Home Address:									
*										
Subscribed and sworn before me this 26 day of August 21.	(Affiant)									
(Notary Public)	Brittany Garrett, Educational Contract Specialist (Print name & title of affiant)									
My Commission expires:	(Corporate Seal)									

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: RFP 21-14

Bidder/Offeror: Global Equipment Company Inc.

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

	FAILURE TO CHECK ONE OF THE BOXES WI	LL RENDER THE PROPOSAL NON-RESPONSIVE.
subsition Iral must non-reby law	act must complete the certification below to attest, under per diaries, or affiliates, is identified on the Department of Treasur n. The Chapter 25 list is found on the Division's website at review this list prior to completing the below certification. For esponsive. If the Director finds a person or entity to be in vice	mits a bid or proposal or otherwise proposes to enter into or renew a salty of perjury, that neither the person or entity, nor any of its parents, y's Chapter 25 list as a person or entity engaging in investment activities http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders sallure to complete the certification will render a bidder's proposal lation of law, s/he shall take action as may be appropriate and provided ctions, seeking compliance, recovering damages, declaring the party in
LEAS	SE CHECK THE APPROPRIATE BOX:	
V	subsidiaries, or affiliates is <u>listed</u> on the N.J. Department activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 L	either the bidder listed above nor any of the bidder's parents, of the Treasury"s list of entities determined to be engaged in prohibited st"). I further certify that I am the person listed above, or I am an officer d to make this certification on its behalf. I will skip Part 2 and sign and
	<u>OR</u>	
	the Department's Chapter 25 list. I will provide a detaile	or one or more of its parents, subsidiaries, or affiliates is listed on d, accurate and precise description of the activities in Part 2 below to provide such will result in the proposal being rendered as non-will be assessed as provided by law.
	subsidiaries or affiliates, engaging in the investment act EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION ROUGH ANSWERS TO EACH QUESTION. IF YOU NEED T	of the activities of the bidding person/entity, or one of its parents, ivities in Iran outlined above by completing the boxes below. ON RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE DIMAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ENTRY" BUTTON.
Na	me	Relationship to Bidder/Offeror
De	scription of Activities	
	ration of Engagement Anticipa	
Du	ration of Engagement Anticipa	
Du	Ider/Offeror Contact Name	ted Cessation Date
Du		ted Cessation Date
Du Bio	ADD AN ADDITIONAL ACTIVITIES ENTRY ation: I, being duly sworn upon my oath, hereby represent and swiledge are true and complete. I attest that I am authorized to eledge that the State of New Jersey is relying on the information from the date of this certification through the completion of a sof information contained herein. I acknowledge that I am aware tification, and if I do so, I recognize that I am subject to criminal	ted Cessation Date
Du Bio Bio Certificany know cknowl bligation nswers	ADD AN ADDITIONAL ACTIVITIES ENTRY ation: I, being duly sworn upon my oath, hereby represent and swiedge are true and complete. I attest that I am authorized to eledge that the State of New Jersey is relying on the information from the date of this certification through the completion of a sof information contained herein. I acknowledge that I am aware diffication, and if I do so, I recognize that I am subject to criminal tement(s) with the State of New Jersey and that the State at its	ted Cessation Date Contact Phone Number ate that the foregoing information and any attachments thereto to the best of recute this certification on behalf of the above-referenced person or entity. I on contained herein and thereby acknowledge that I am under a continuing my contracts with the State to notify the State in writing of any changes to the that it is a criminal offense to make a false statement or misrepresentation in prosecution under the law and that it will also constitute a material breach of
Du Bio Du Bio Du Bio	ADD AN ADDITIONAL ACTIVITIES ENTRY ation: I, being duly sworn upon my oath, hereby represent and swledge are true and complete. I attest that I am authorized to eledge that the State of New Jersey is relying on the information from the date of this certification through the completion of a stof information contained herein. I acknowledge that I am aware tification, and if I do so, I recognize that I am subject to criminal sement(s) with the State of New Jersey and that the State at its ceable.	contact Phone Number ate that the foregoing information and any attachments thereto to the best of recute this certification on behalf of the above-referenced person or entity. In contained herein and thereby acknowledge that I am under a continuing my contracts with the State to notify the State in writing of any changes to the that it is a criminal offense to make a false statement or misrepresentation in prosecution under the law and that it will also constitute a material breach of option may declare any contract(s) resulting from this certification void and

DPP Standard Forms Packet 11/2013

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

GLOBAL EQUIPMENT COMPANY INC

Trade Name:

Address:

11 HARBOR PARK DR

PORT WASHINGTON, NY 11050

Certificate Number:

1529366

Effective Date:

December 08, 2009

Date of Issuance:

December 30, 2009

For Office Use Only:

20091230085003127

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name:	Brittany Garrett	Title:	Educational Contract Specialisi
Signatu	re:	Date:	August 26, 2021

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in

to 15-JUN-2022 15-JUN-2015 effect for the period of

GLOBAL EQUIPMENT COMPANY, INC. 11 HARBOR PARK DRIVE

PORT WASHINGTON

NY 11050

Andrew P. Sidamon-Eristoff State Treasurer

COMPID = T097617 UNITID = FR78915

EQUAL EMPLOYMENT OPPORTUNITY 2019 EMPLOYER INFORMATION REPORT EEO-1

50 and Over Employees Report

SECTION B - COMPANY IDENTIFICATION

1. SYSTEMAX INC.
11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

2.a. GLOBAL INDUSTRIAL DISTRIBUTION INC.

24 APPLEGATE DRIVE ROBBINSVILLE, NJ 08691

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS=

SECTION E - ESTABLISHMENT INFORMATION NAICS: 493110 - General Warehousing and Storage

c. EIN=320421624

SECTION D - EMPLOYMENT DATA

Previous Year Total	Total	Service Workers	Laborers & Helpers	Operatives	Craft Workers	Administrative Support	Sales Workers	Technicians	Professionals	First/Mid Officials & Mgrs	Exec/Sr. Officials & Mgrs	JOB CATEGORIES		
59	50		4	43		1				2		Male		Hispanic or Latino
23	19		2	16						1		Female		or Latino
19	20			16	1					3		White		
66	57		_	52		_				ω		Black or African American		
0	0											Native Hawaiian Or Pacific Islander	*********	
_	2			_						-		Asian	······ Male ······	
0	0											American Indian or Alaska Native	*****	
2	2			2								Two or More Races		Non-H
_	ω			2		-1						White		Non-Hispanic or Latino
4	5		1	ယ	1							Black or African American		Latino
0	0										8	Native Hawaiian Or Pacific Islander	********	
0	0											Asian	******** Female *********	
0	0											American Indian or Alaska Native	******	
0	0											Two or More Races		
175	158	0	80	135	2	ω	0	0	0	10	0	Totals	Overall	

SECTION F - REMARKS

COMPID = T097617 UNITID = EX11681

EQUAL EMPLOYMENT OPPORTUNITY 2019 EMPLOYER INFORMATION REPORT EEO-1

50 and Over Employees Report

SECTION B - COMPANY IDENTIFICATION

1. SYSTEMAX INC.

2.a. GLOBAL EQUIPMENT COMPANY INC.

11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

24 APPLEGATE DRIVE

ROBBINSVILLE, NJ 08691

1-γ 2-γ 3-γ

1-y 2-y 3-y DUNS=

SECTION C - TEST FOR FILING REQUIREMENT

SECTION E – ESTABLISHMENT INFORMATION
NAICS: 454110 - Electronic Shopping and Mail-Order Houses

c. EIN= 113584699

ç. n

SECTION D - EMPLOYMENT DATA

	Previous Year Total	Total	Service Workers	Laborers & Helpers	Operatives	Craft Workers	Administrative Support	Sales Workers	Technicians	Professionals	First/Mid Officials & Mgrs	Exec/Sr. Officials & Mgrs	JOB CATEGORIES		
	0	0											Male		Hispanic or Latino
1	5	4					-	အ					Female		or Latino
	40	45						35			10		White		
	3	3						ယ					Black or African American		
	0	0											Native Hawaiian Or Pacific Islander	********	
	2	2						2					Asian	******** Male ********	
	0	0											American Indian or Alaska Native	****	
	0	0											Two or More Races		Non-H
	25	27					5	21			1		White		Non-Hispanic or Latino
	1	0			30								Black or African American		atino
	0	0											Native Hawaiian Or Pacific Islander	********	
	0	0											Asian	******** Female ********	
	1	1						1				-	American Indian or Alaska Native	******	
	2	1						1					Two or More Races		
	79	83	0	0	0	0	6	66	0	0	11	0	Totals	Overall	

SECTION F - REMARKS

COMPID = T097617 UNITID = FR79862

EQUAL EMPLOYMENT OPPORTUNITY 2019 EMPLOYER INFORMATION REPORT EEO-1

Under 50 Employees Report

SECTION B - COMPANY IDENTIFICATION

1. SYSTEMAX INC.

11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

2.a. GLOBAL INDUSTRIAL SERVICES INC.

24 APPLEGATE DRIVE ROBBINSVILLE, NJ 08691

SECTION C - TEST FOR FILING REQUIREMENT

1-γ 2-γ 3-γ DUNS=

SECTION E - ESTABLISHMENT INFORMATION
NAICS: 551114 - Corporate, Subsidiary, and Regional Managing Offices

c. EIN=371743764

c. EIN= 37

SECTION D - EMPLOYMENT DATA

Previous Year Total	Total	Service Workers	Laborers & Helpers	Operatives	Craft Workers	Administrative Support	Sales Workers	Technicians	Professionals	First/Mid Officials & Mgrs	Exec/Sr. Officials & Mgrs	JOB CATEGORIES									
0	0											Male		Hispanic or Latino							
0	0											Female		or Latino							
2	1									1		White									
<u> </u>	2									2		Black or African American									
0	0											Native Hawaiian Or Pacific Islander	********** Wale *********	********* Male ********	******** Male *********	****** Male ****	******** Male ****	******** Male ****	***** Male ****	Wale ****	
0	1								<u> </u>			Asian									** Male ****
0	0											American Indian or Alaska Native									
0	0											Two or More Races			Non-t						
1	4					2				2		White		Non-Hispanic or							
0	0											Black or African American		or Latino							
0	0											Native Hawaiian Or Pacific Islander	*********								
1	2							1		1		Asian	******** Female ********								
0	0											American Indian or Alaska Native	****								
0	0											Two or More Races									
ហ	10	0	0	0	0	2	0	1	1	6	0	Totals	Overall								

SECTION F - REMARKS

DOC #9 MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

RID	COL	TOTT	TION #.	21-14
	26 111	,	W H H H H H M TTO	21-17

VENDOR/BIDDER:

Global Equipment Company Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

or agreement to another Vendor/Bidder that has completed to percent of the most advantageous bid. If the Director finds of the subject of this law, he/she shall take such action as may including but not limited to, imposing sanctions, seeking condefault and seeking debarment or suspension of the party.	contractors to be in violation of the principals that are be appropriate and provided by law, rule or contract
I, the undersigned, on behalf the Vendor/Bidder, certify purs	suant to N.J.S.A. 52:34-12.2 that:
CHECK THE APP	ROPRIATE BOX
The Vendor/Bidder has no business operations in Northern	Ireland; or
OR The Vendor/Bidder will take lawful steps in good faith to c in accordance with the MacBride principals of nondiscrimin c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the Act of 1989, and permit independent monitoring of its compared to the conformation of	ation in employment as set forth in section 2 of P.L. 1987, United Kingdom's Fair Employment (Northern Ireland)
CERTIFICA	TION
I, the undersigned, certify that I am authorized to execute this certification and any attachments hereto, to the best of my knowledges of New Jersey is relying on the information contained herein, and from the date of this certification through the completion of any any changes to the information contained herein; that I am award misrepresentation in this certification. If I do so, I will be subject to a material breach of my agreement(s) with the State, permitting certification to be void and unenforceable.	ledge are true and complete. I acknowledge that the State d that the Vendor/Bidder is under a continuing obligation contract(s) with the State to notify the State in writing of that it is a criminal offense to make a false statement or o criminal prosecution under the law, and it will constitute
Port	August 26, 2021
Signature	Date
Brittany Garrett, Educational Contract Specialist	
rint Name and Title	
Version May 27, 2021	



iv. Describe how Offeror responds to emergency orders.

Global Industrial makes every effort to respond to emergency orders as quickly as possible. However, DPAS rated orders receive special designation within our operational systems and are given the highest priority.

v. What is Offeror's average Fill Rate?

Below are statistics pertaining to Global Industrial's On Time Delivery and On Time Shipping dating from January 2020 to July of 2021.

Please note:

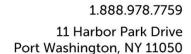
- This information pertains only to shipments originating from a Global Industrial owned distribution center.
- In late 2020, Global Industrial eliminated transit time buffers and in February of 2021, also implemented regulations designed to create a stricter shipping process. Both of these efforts contributed to the declines that are visible in the statistics below.
- During the past three to four months prior to the date of submittal, Global Industrial has seen a decrease in on time delivery performance due in part to the very constrained less-than-truckload market capacity with our transportation providers, while we have not elongated our promised transit times or distribution center ship times.



All	Customer (Centric				
	Actual	Expected		Actual	Expected	
Month	Delivered	Delivered	%OTD	Shipped	Shipped	%OTS
JAN- 20	67,788	83,322	<mark>81 %</mark>	79,211	94,921	<mark>83 %</mark>
FEB- 20	76,174	93,536	<mark>81 %</mark>	76,968	94,399	<mark>82 %</mark>
MAR- 20	75,370	97,501	<mark>77 %</mark>	73,873	94,717	<mark>78 %</mark>
APR- 20	59,009	80,737	<mark>73 %</mark>	59,829	82,229	<mark>73 %</mark>
MAY- 20	74,277	94,043	<mark>79 %</mark>	71,175	99,994	<mark>71 %</mark>
JUN- 20	97,614	126,202	<mark>77 %</mark>	87,531	124,891	<mark>70 %</mark>
JUL- 20	94,701	121,709	<mark>78 %</mark>	78,174	119,557	<mark>65 %</mark>
AUG- 20	88 <i>,</i> 536	110,776	<mark>80 %</mark>	83,939	111,471	<mark>75 %</mark>
SEP- 20	86,368	108,232	<mark>80 %</mark>	83,910	107,644	<mark>78 %</mark>
Oct-20	87,842	108,383	<mark>81 %</mark>	86,382	107,153	81 %
Nov-20	75,318	92,032	<mark>82 %</mark>	75,271	91,953	<mark>82 %</mark>
Dec-20	76,368	97,934	<mark>78 %</mark>	76,877	90,113	<mark>85 %</mark>
Jan-21	70,370	85,297	<mark>82 %</mark>	78,555	90,606	<mark>87 %</mark>
Feb-21	68,116	87,434	<mark>78 %</mark>	68,749	86,128	<mark>80 %</mark>
Mar-21	79,842	103,484	<mark>77%</mark>	77,015	104,587	<mark>74%</mark>
Apr-21	68,837	93,117	<mark>74 %</mark>	65,779	91,246	<mark>72 %</mark>
May-21	59,088	80,672	<mark>73 %</mark>	59,624	79,252	<mark>75 %</mark>
Jun-21	66,381	92,304	<mark>72 %</mark>	66,788	93,347	<mark>72 %</mark>
Jul-21	58,377	84,398	<mark>69 %</mark>	62,628	83,803	<mark>75 %</mark>

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Yes. Global Industrial has an Operations Excellence team which leads the quality assurance program. This team ensures packaging conditions meet or exceed specific standards. Some of these quality standards include using containers of new condition, boxes/packaging are appropriately sized, shipping labels are placed appropriately, and packing lists included. These standards are documented for all shipments (whether those be small parcel, LTL, or TL) to ensure product protection.





We carry a minimum of 21 days to a maximum of 60 days of safety stock on domestically sourced products, and 45-90 days of safety stock on import suppliers. This is in addition to the cycle stock (replenishment) that is consistently delivering weekly/monthly. The exact amount of safety stock is calculated systematically for each individual item based on demand variability, lead time, and service level targets (ABC ranking). Global Industrial has added an additional 30 days of supply to our inventory calculation during the recent period of import container delays.

vii. Describe Offeror's return and restocking policy.

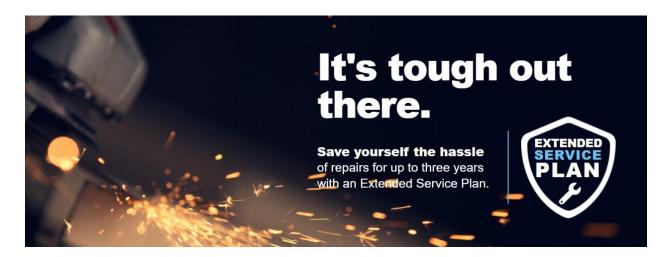
Information regarding Global Industrial's return and restocking fees is available on our website: Shipping & Returns

If Customer is not satisfied with a product, please contact Global Industrial within thirty (30) days of receipt. A refund, excluding freight charges, may be arranged after inspection. Returned merchandise must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Select merchandise may be subject to a 15% restocking fee. Global Industrial inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Customer's only obligation is the freight charge and stocking fee, where applicable, provided the return is complete with original packaging, all documentation, warranty cards, cables, etc. Shipping and handling charges are non-refundable for all returns. Customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. Certain products are Non-Returnable and/or Non-Cancellable. Once an order for custom-cut, customer built, or special order items (such as matting, slings, cranes, prefab offices, buildings, mezzanines, assembled lockers and regularly stocked items such as generators, pressure washers, water and trash pumps, snow throwers, radio headsets, striping paint, line stripers, floor care machines, vacuums, custom fabric chairs, or forklifts) is placed, it is considered non-cancellable. Any custom-cut, customer built, or special order items purchased are also non-returnable.



viii. Describe Offeror's ability to meet service and warranty needs.

All warranties from the original manufacturers are hereby irrevocably assigned to OMNIA Partners members and all documents evidencing the same will be included with the items. Global Industrial will assist OMNIA Partners members in maintaining continuity of such warranties, and shall take all reasonable steps to assist OMNIA Partners members in asserting and processing warranty claims directly with the manufacturers.



Extended service plans are available for select products on the Global Industrial website:

Global Industrial Extended Service Plans



Call Toll-Free 1-800-548-1926 for Replacement or Service

Industrial Strength Products Need Industrial Strength Protection

Our Extended Service Plans offer an added layer of toughness to protect your tools and equipment from the unforgiving climates of commercial and industrial work areas.

*Some products are eligible for Extended Service plans which protect your purchase beyond the manufacturer's warranty.

With a low cost extended coverage plan, you'll get 100% coverage on parts and labor, accidental damage coverage, and fast replacements. Our plans are renewable with full customer service support and no deductibles. See details below.





1 Year Replacement



2 Year Replacement



2 Year Replacement with Accidental Coverage



3 Year Replacement with Accidental Coverage

For an Terms & Conditions Download the Service Contract (PDF)



Extended Protection Plan Coverage Details



Save Money

Protect against future untimely and or costly repairs or product costs with a no deductible plan. The Extended Service Plan pays all parts and labor charges, or for product replacement.



Saves Time

No hassles. Having an Extended Service Plan gives you quick and convenient product replacement and fast repair work by a nationwide service center network.



Ease of Service

Our toll-free customer service hotline provides peace of mind with no unexpected costs.



Confidence, Convenience & Value

You can buy with confidence that your products are made with industrial strength construction and your Extended Service Plan offers toll-free customer service and nationwide service.



Transferable & Renewable

You can transfer or renew your Extended Service Plan at no cost to continue the protection for additional years. Renewals are available on mos products.



Accidental Damage Coverage Option

Accidents happen – but you're covered. The Extended Service Plan begins day one of purchase and even covers accidents that are not covered by the manufacturer's warranty.

Frequently Asked Questions

	Replacement Plan	Repair Plan
What products qualify?	Electric, Gas. Battery, Gas or Hydraulic Powered Items plus Office Equipment and Furniture	Electric, Gas, Battery, Gas or Hydraulic Powered Items plus Office Equipment and Furniture
Any dollar limit?	Retail Product Price	Retail Product Price
Any deductibles?	No	No
Who pays covered costs?	AMT Service Corp.	AMT Service Corp.
How to get replacement or service?	Call Toll-Free 800-548-1926	Call Toll-Free 800-548-1926
How long for service?	Immediate Replacement Product Fulfillment	Fast at Nationwide Service Center Network
Transferable?	Yes, no cost	Yes, no cost
Renewable?	Yes, on most products	Yes, on most products
What is covered?	Product Purchased	100% Parts & Labor
What is not covered?	Misuse, Abuse, Negligence	Misuse, Abuse, Negligence
s the plan insured?	Fully Insured – Standard Extended Service Plans	Fully Insured – Accidental Damage Coverage
low long are plans?	1 and 2 Years	2 and 3 Years
When does coverage start?	After shortest term of manufacturer's warranty	Begins day one of purchase



ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Customer Service Agents and Online Chat

Hours of Operation: 6am to 11pm ET Monday through Friday (excluding some holidays)

Online Chat is also available from 9am to 6pm on Saturday and Sunday.

Global Industrial maintains a customer service team of 140 employees located in Buford, GA and Milwaukee, WI, as well as a dedicated chat support team.

Should a customer require assistance regarding an order, our Customer Service department can be contacted in a number of convenient ways:

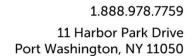
Call us: 1-888-978-7759

Email us: service@globalindustrial.com

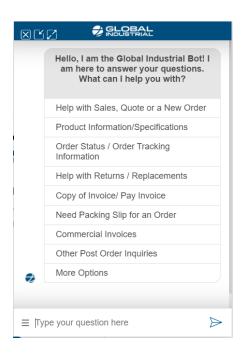
Chat with us on the Global Industrial website (<u>www.globalindustrial.com</u>). Look for the button below on the right hand side of our page.

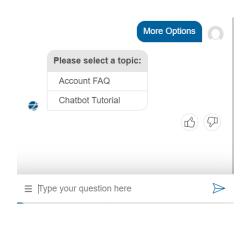


- Our chat bot can assist with the following actions:
 - o Help with Sales, Quote or a New Order
 - o Product Information / Specifications
 - Order Status / Order Tracking Information
 - o Help with Returns / Replacements
 - Copy of Invoice / Pay Invoice
 - Need Packing Slip for an Order
 - Commercial Invoices
 - Other Port Order Inquiries
 - More Options









Additionally, customers can access a variety of customer service related functions by logging into their online accounts as described within this proposal.



x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoices are issued at the time of shipment. Pending credit approval of the participant, payment terms shall be net sixty (60) days from date of invoice.

A Global Industrial invoice contains the following information:

Remit to Address	Quantity
Invoice Number	Stock Number
Invoice Date	Description
Customer Number	Unit Price
Order Number	Extended Amount
Total Amount Due	Sub-Total
Sold to	Shipping and Handling
Ship to	Tax
Purchase Order Number	Total

At the time of order entry, Global Industrial representatives are able to add custom notes that will appear on the invoices.

Invoices are sent to the customer via email with a .pdf attachment. Customers are also able to access their invoices through their dedicated account on the Global Industrial website (www.globalindustrial.com).

Consolidated billing is offered to each individual account. Types of consolidated billing offered are consolidation by order or by schedule (choice of daily, weekly, or monthly.) We do not offer consolidation by PO.



Global Industrial offers the following payment methods to OMNIA Partners members:

- ✓ Check
- ✓ Credit Card or Procurement Card (American Express, Visa, MasterCard, Discover)
- ✓ PayPal
- ✓ Global Industrial Credit Card
- ✓ Pending credit approval of the participant, payment terms shall be net sixty (60) days from date of invoice.

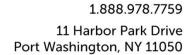


Global Industrial does not charge additional fees when a customer chooses to use a credit card or purchasing card for their transaction.

xi. Describe Offeror's contract implementation/customer transition plan.

Global Industrial encourages public agencies to utilize cooperative agreements as often as possible, recognizing that cooperatives represent a procurement solution that has become more readily accepted and experienced exponential growth in recent years. The addition of cooperative contract options has been carefully controlled. Global Industrial will continue to allow customers to determine the cooperative contract they most wish to use for their purchases, based on their own procurement requirements.

Please see Section 3.3 Marketing & Sales, A & B for Global Industrial's proposed contract implementation and marketing plan.





xii. Describe the financial condition of Offeror.

Federal Tax Identification Number is 11-3584699

Dun & Bradstreet Number: 00-147-2216

Global Equipment Company Inc., dba Global Industrial, is a subsidiary of Global Industrial Company (f/k/a Systemax Inc.) (NYSE:GIC). While, Global Industrial Company files consolidated financial statements with the Securities and Exchange Commission, as required by law, standalone financial statements for Global Industrial are not publicly available. The Global Industrial Company consolidated financial statements are publicly available at https://investors.globalindustrial.com/financials/sec-filings/default.aspx

Annual Revenue -

Fiscal Year 2020: \$1,029.0m Fiscal Year 2019: \$946.9m Fiscal Year 2018: \$896.9m

Please refer to 3.0 Supplier Response, 3.1 Company, D. for our Dun & Bradstreet Report.



Cautionary Statement Regarding Forward-Looking Statements

This presentation contains forward-looking statements within the meaning of that term in the Private Securities Litigation Reform Act of 1995 (Section 27A of the Securities Act of 1933 and Section 21E of the Securities (Section 27E) and the Section 27E of Section 27E

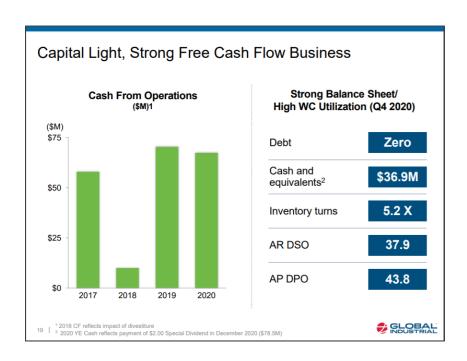
Other factors that may affect our future results of operations and financial condition include, but are not limited to, unarticipated developments in any one or orm or of the following areas, as well as other factors which may be destined from time to time in our Securities and Exchange Commission fillings general economic conditions, such as customer inversorie jevels, interest and extended of the control o

2



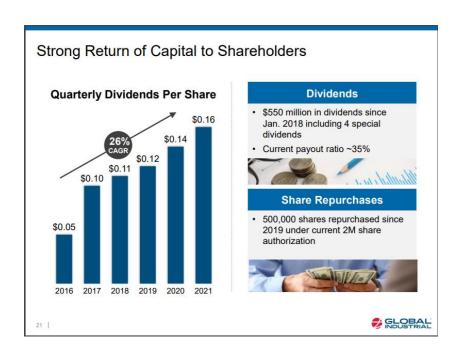
















xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Global Industrial offers state of the art ordering through our website. Once an account is created, managing multiple tasks such as ordering and inventory checks can be completed quickly and easily. We offer features that enable order management power such as auto reorder, online returns, replacement parts and order tracking. Click here to view account features: https://www.globalindustrial.com/new-account-features.













ORDER MANAGEMENT POWER

We understand the importance of knowing where your order is and when you will receive it. In addition to email communication and tracking tools, SMS text alerts keep you up to date while you are on the go. Track your order delivery or return status, cancel an order, or get any other information you need about your order at any time.





AUTO REORDER

Auto Reorder is one of our best new features! Use it to auto reorder the products you need on a regular basis - like janitorial and maintenance products for example - or seasonally - like hand sanitizers and snow melt material. Auto reorder means you won't run out of anything - ever.



Control

You can change out a product, quantity, or frequency at any time.



Freedom

Cancel any auto reorder at any time with no penalties.

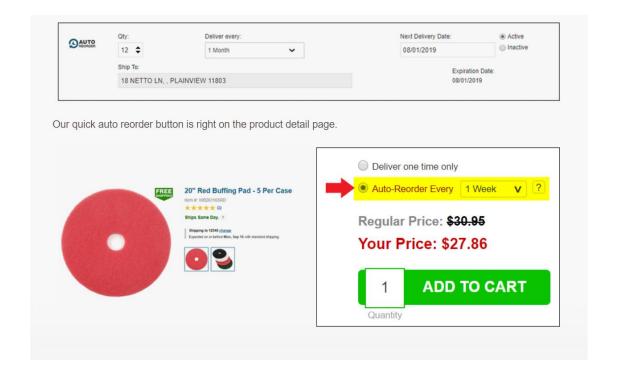


Convenience

Order once and you'll never have to place the order again.

With auto reorder, you can manage, edit, and customize your orders in one place. Simply go to your last order, check the products you want to auto reorder, set the quantity and frequency of delivery - and that's it. Those products will be there when you say so.







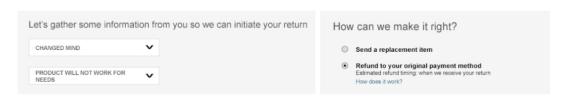


Your experience matters to us. That's why we're leading the industry in adopting a truly seamless online return process.

If you need to return something - for whatever reason - it should be easy. We've removed the hassle and we are proud to offer our new online return process to make returning an item fast, easy, and hassle-free.

Easily initiate item returns from your order history in your account. Answer some questions online and tell us how you would like the return processed, print out a shipping label, and ship it back to us.



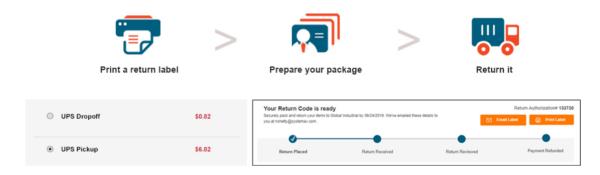


To view a short video with details about our online returns process, click on the link below:

Global Industrial Online Returns

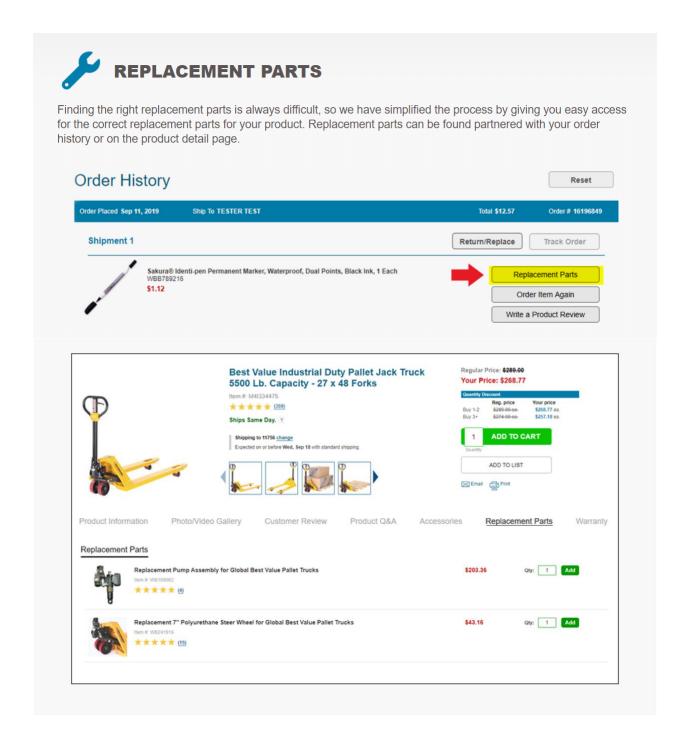


Our adding tracking status features gives you the ability to track your return every step of the way, so you can see exactly where your return package is in the process.



^{*} Please note that some products may not be eligible for online returns due to size or weight.









IMPROVED LEAD TIME AND ORDER TRACKING

With warehouses across the nation, including our new 500,000-plus square foot facility in Texas, we've improved lead times and deliveries all over the country.

Plus, you can now follow the progress of your order(s) from our facility to yours. Our upgraded order tracking tools show you exactly when it left us, where it currently is in the process, and when it will be at your doorstep. Sign up for text alerts so you can manage it from your phone, tablet, or PC - anywhere, anytime.

We're making it easier than ever for you to access all the information you need about your order - right at your fingertips!



Account management tools on our site can truly make our customer's businesses more successful and lives easier. Once they have an account, they will be able to manage billing and payments, change or update account information, view orders, create shopping lists, retrieve quotes and more.

In addition to 24/7 availability and creating shopping lists, customers can also order inventories, making it easier and faster for subsequent orders throughout the year. These web-based tools also provide the ability to approve or deny purchases from authorized users within the account.



SMS Alerts

SMS Text updates allows customer to stay in the know about their orders without having to login to the website for status. Consider your personal e-commerce experience, the days of updates coming only from a user portal are gone. Customers expect updates via email and phone, this functionality provides users updates at their fingertips throughout the delivery process.

Requesting/Paying An Invoice

Invoice requests are almost as common as quote requests and can take time to process. From dialing or crafting an email to the time waiting for a response, customers can significantly enhance this experience while saving time through the website. Our customer now have the opportunity to request an invoice or request to pay an invoice in seconds through the chat bot on the website.

Order History Reports (My Savings)

Business reviews are standard practice for sales associates, however budget reviews and cost saving are just as common for those who purchase from us. Our site enables our customers to review/report on all of their orders (with different time options) along with providing details into the cost savings they have generated by purchasing from Global.

User Roles and spending limits turn our website into a customer managed portal. By providing admins the ability to add users and control their access / spending while maintaining an approval hierarchy, customers can now leverage our site across their entire organization without the bottleneck of only one user purchasing.

An **Administrator** user can create and manage contacts with any role, view and approve all orders placed for the account, and manage billing addresses and credit card information. Since Administrators can place orders without any spending limit, your account holders want to be very careful if they assign this to anyone but themselves.

A **Buyer** user can also place orders without any spending limit, manage the profile and update the shipping address. They cannot create or manage contacts.

A Jr. Buyer can place orders within assigned spending limits. Orders over the spending limit will be



suspended until the assigned buyer or administrator approves the order. A Jr. Buyer can approve orders placed by an Associate as long as they are within the Jr. Buyer's spending limit.

An **Associate** user can place orders within set spending limits. Orders over the spending limit will be suspended and subject to assigned buyer for approval. Associate cannot approve orders by other contacts. They can manage the profile and update the shipping address, and can set an associate's spending limit to zero dollars in order to put all orders on hold.

Contacts with roles "Administrator", "Buyer" or "Jr. Buyer" can only be assigned as supervisor of contact with roles "Jr. Buyer" and "Associate".

Auto Reorder Capabilities

Set up consumables to be on the door steps automatically! Auto-reorder gives customer the option to select products that will be automatically ordered / reordered based on the frequency of their choosing.

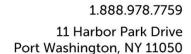
Custom Shopping Lists

Customers can create custom shopping lists that they (and their users) can order from over and over again. Whether it be from the entire list or just a handful of the products on the list, leveraging shopping lists makes it easy for multiple users to purchase form a predetermined selection of product.

Create Quotes

Customers have the ability to create a quote from the shopping chart and have it sent to an email address. It's that simple.

Global Industrial offers an extranet online buying option that works like an e-procurement website. This option would allow the member to log into the portal and purchase items similar to a Business-to-Consumer buying environment. Our company's capabilities in terms of automation and e-procurement are as follows: Global Industrial supports many of the e-procurement purchasing platforms available on the market. These purchasing platforms help achieve our customer's goals by streamlining, reducing or completely eliminating paper-based processes; driving contract compliance by encouraging supplier consolidation with key suppliers, such as Global Industrial; allowing the customer increased visibility and



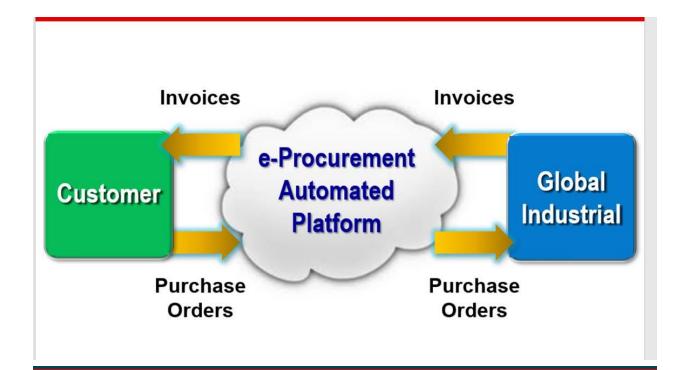


control across their entire procure-to-pay process which provides the ability to analyze spending at both the category and item level; and the elimination of multiple and redundant purchasing systems. Global Industrial offers state of the art ordering through our website. Once an account is created, managing multiple tasks such as ordering and inventory checks can be completed quickly and easily. We offer features that enable order management power such as auto reorder, online returns, replacement parts and order tracking.

Click here to view account features: Global Industrial New Account Features

Global Industrial can support either EDI or CXML implementation which ultimately lowers our customers' transactions costs by eliminating manual, paper-based procurement processes. Additionally, we have full integration with some of the biggest online marketplaces. This includes, but is not limited to, eBay, Amazon, Shopping.com, and Pricegrabber. Global Industrial has EDI integration with most of our top vendors and that keeps our inventory information fresh. We also have the ability to provide and process any type of data feed, such as product, inventory, orders, etc. in multiple formats (ex. CSV or XML). Provisioning an e-procurement system with data is one of our core strengths. We have a large roster of customers that currently shop directly through our extranet portal. We are on the Ariba Supplier Network and have created punch-out catalogs for customers on that platform. Our punch-out catalog technology provides paperless purchase orders, a self-service solution, and strong accountability, and it allows buyers to seamlessly purchase online through their procurement application without limitations of set business hours. Global Industrial's punch-out catalog offers many features and benefits. The most common are being able to offer a large selection of products, reflecting preferred pricing as the buyer is shopping, outstanding quality, same day shipments on most orders, shopping convenience, in depth product information with photo galleries, callouts and videos, exclusive Global Industrial branded products, extended service plans, and customer reviews. Our sales professionals are able to maintain high standards of customer service and support with outstanding product knowledge because Global Industrial thrives on giving our customers best-in-class service and we want to ensure we are confident in doing so.





Punchout/Roundtrip

- From customer's platform, they click through our website to build a Shopping Cart
- Once complete, their Shopping Cart is returned back into their e-Procurement platform, ready for them to complete the purchase
- exclusive pricing already place eliminates double entry or having to reach out to Account Manager for a quote on the items in catalog



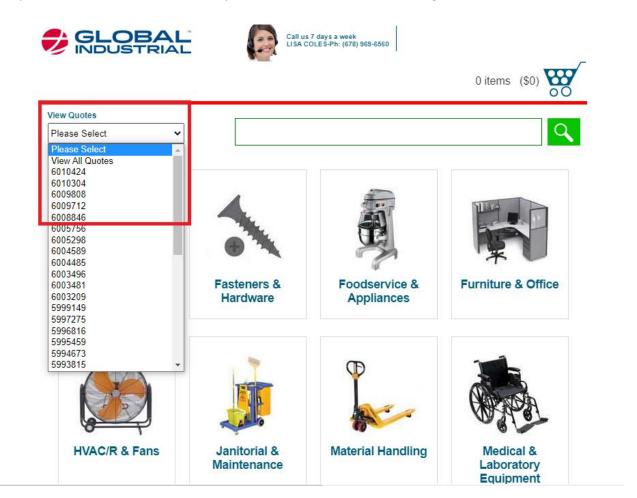
E-Quote feature on Punchout

Overview:

This document gives a detailed walkthrough of the e-quote functionality on Global Punchout.

Explanation with steps:

Step 1: Click on the 'View Quotes' drop down as shown in the below image.

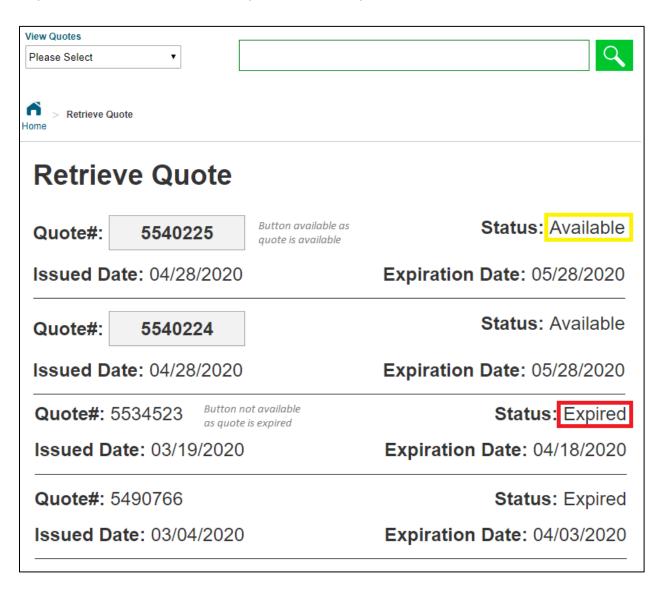


- As seen in the above image, the drop down has 'View All Quotes' and different quote numbers.
- The 'View All Quotes' option will display all the quotes placed for the account (All quotes means quotes which are active/available as well as expired).



• Other options which are seen below the 'View All Quotes' option are active quotes.

Step 2: Click on the 'View All Quotes' option from the drop down.



- Clicking the 'View All Quotes' option will navigate the user to 'Retrieve Quote' section.
- In the 'Retrieve Quote' section, all the available and expired quotes will be seen.
- As shown in the above image, quotes with status as 'Available' will have the Quote number as a clickable button, clicking on which the user will be navigated to respective 'Quote Details' page.

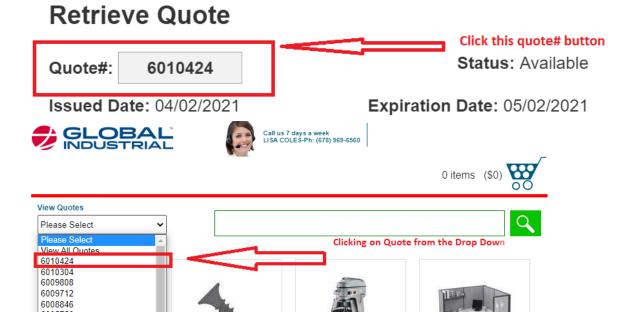


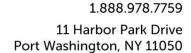
 Quotes with status as 'Expired' will not have any button as those quotes won't be available to order.

Step 3: From the 'Retrieve Quote' section click on the Quote# button for quotes with status as available.

OR

User can directly click on the Quote# from the 'View Quote' drop down.







Quote Details

Quote#: 6010424 **Subtotal:** \$27,061.20

Account#: 38335 **Shipping:** \$893.99

Quote Issued: Apr 2, 2021 **Tax:** \$2,306.31

Quote Expiration: May 2, 2021 Quote Total: \$30,261.50



Nexelate® Silver Epoxy Wire Shelving Starter 48"W x 24"D x 74"H

Item #: T9T990144 \$143.95 Qty: 120

Expected delivery on or before Tue, Apr 06 with standard shipping.

standard shipping



Stem Casters Set of (4) 5 Inch Polyurethane Wheels, All 4 with Brakes, 1200 Lb. Cap.

Item #: T9T800282 \$81.56 Qty: 120

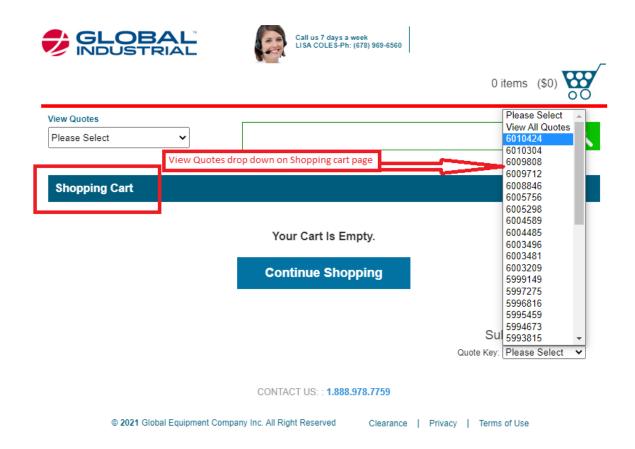
Expected delivery on or before Tue, Apr 06 with standard shipping.

Sales Rep. Information

- After clicking Quote# button from the 'Retrieve Quote' section OR after directly clicking the Quote# from the 'View Quote' drop down, the user is navigated to 'Quote Details' section.
- As shown in the above image, the 'Quote Details' section contains all the information (i.e. Quote total, shipping charges, shipping and billing address etc.) about the Quote.
- If the user wants to convert the Quote into an order, the user will have to click the 'Punchout' button.

Note: The 'View Quote' drop down which is available on the Home Page is also available on the Shopping Cart page in the name of "Quote Key" option. Functionality on both the pages is same.

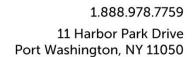




xiv. Describe the Offeror's safety record.

Global Industrial has extensive staff dedicated to maintaining the health and safety of our employees. Safety teams are established for each company location and are tasked with conducting regular reviews of our company-wide and local safety procedures to insure compliance with OSHA, state and local regulations. Our safety and management teams also take into consideration safety recommendations from fellow employees and our employees are actively involved in the day to day compliance with established procedures. Global Industrial requires employees to regularly review our safety procedures through various training programs and makes sure that all signage is clearly posted throughout the facilities.

Our Warehouse Safety Leads report directly to a Global Safety Manager, who in turn reports to our VP, Operational Excellence.





Global Industrial's company-wide OSHA Occupational Injury and Illness Rate for 2020 was 2.6. Through the second quarter of 2021, our company-wide OSHA Occupational Injury and Illness Rate is 3.2.



REDACTED COPY

Tab 4 Qualifications and Experience



C. Qualifications and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Global Industrial started in 1949 as a small material handling company. Today we are an industry leader with 1.5+ million products in 21 industrial and commercial categories.

Corporate Office Location:
Global Equipment Company Inc.
11 Harbor Park Drive
Port Washington, NY 11050

ii. Describe Offeror's reputation in the marketplace.

Global Industrial in the news ...

Global Industrial has been revolutionizing the industrial and business product industry, steadily rising in the ranks on *Modern Distribution Management's Top Industrial Distributors List* annually and receiving recognition for our executive leadership.



Global Industrial CMO Klaus Werner - MDM's Digital Innovator Award

SALES & MARKETING

Global Industrial CMO Klaus Werner: 'If You Don't Innovate, You Won't Succeed'

The chief marketing officer for the industrial distributor took that approach to heart during COVID, and on our latest podcast, he shared how the company has innovated to benefit itself and — most importantly — its customers.



AUTHOR
Eric Smith

DATE
July 20, 2021

TYPE
Blog

Distributors reacted one of two ways to COVID-19. They either hunkered down and waited for the storm to pass. Or they doubled down on plans that were already in the works and did everything in their power to live up to their "essential business" status.

Count Global Industrial Co. as one of the companies that refused to sit still. If anything, the Port Washington, New York-based industrial distributor ramped up its investments in technology and other tools designed to help customers thrive.

One of the executives at the center of this approach was CMO Klaus Werner, who spearheaded numerous initiatives and campaigns designed to keep Global Industrial charging ahead amid the pandemic's tumult.

Warner, who recently was named one of MDM's Digital Innovator Award winners, spoke with us for the latest MDM Podcast about many of the campaigns that he and his team brought to Global Industrial in the last year and a half.

The company's philosophy came down to a simple belief.



"This was the opportunity for us to sink or swim," Werner says. "It was a time to focus on fundamentals, focus on listening to customers, observe what's happening with the market and look at what our competition is doing — and then going out there and taking some risks. Innovation is critical for a business our size because if we don't innovate or stand out, we're going to be stuck in the middle. If you don't innovate, you won't succeed."

A flurry of initiatives

Among his many accomplishments since early 2020, Werner led Global Industrial through a website, ensuring that the company's online presence had a more modern look and feel while also creating more of a B2C experience.

"We went through a very robust rebranding," he says. "We really modernized the brand look and feel, making it a lot more contemporary, but also the brand voice with the colors and the bold capitalization. Once you see an ad from Global Industrial, you will never forget it. Once you hear our tongue-incheek language, you will never forget us."

Overhauling how customers received Global Industrial's messaging was paramount for everything the company did during COVID-19. One example was the company's Knowledge Center, a "digital content-rich resource designed to empower customers with the expert advice and know-how on the topics they need to succeed and grow," as the company describes it.

Werner also managed a new social media campaign that saw Global Industrial venturing into the unlikeliest of channels for a distributor — TikTok.

The moves that Werner and his team at Global Industrial paid off over the last year, as the company saw revenue steadily rise during the pandemic. But improving the livelihoods of the company's customers was more important than improving its bottom line, he says.

"It's all about providing customers information so that they can solve their problems," Werner says.

To learn more about Werner and how he and his team drove change at Global Industrial — including the measurable improvements to the company's bottom line — click below to listen to this MDM Podcast in its entirety.





About the Author



Eric Smith

Senior Editor Eric Smith is an award-winning business journalist whose coverage focus includes economic news and insights, industry trends, M&A, and analysis of small businesses and public companies across the wholesale distribution marketplace. Reach him at eric@mdm.com or 720-207-0335.

Global Industrial Company and CEO, Barry Litwin, were awarded "Best CEOs for Women 2021" – Comparably

Best Places to Work - Comparably

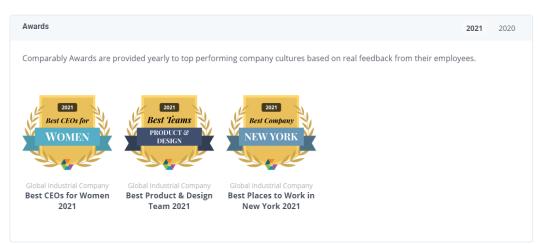
Best Product & Design Team - Comparably

Barry Litwin, Awarded 'Best CEOs 2020' - Comparably

Global Industrial Company Awards

Global Industrial Company won 3 awards in 2021 and 1 award in 2020. In 2021, Global Industrial Company won for Best CEOs for Women 2021, Best Product & Design Team 2021 and Best Places to Work in New York 2021. In 2020, Global Industrial Company won for Best CEO 2020. Based on 8,886 ratings and 289 participants, employees at Global Industrial Company are satisfied with their work experience. The overall culture score, 71/100 or B, incorporates employee ratings based on their feedback on the Perks And Benefits, Gender, Happiness and more.

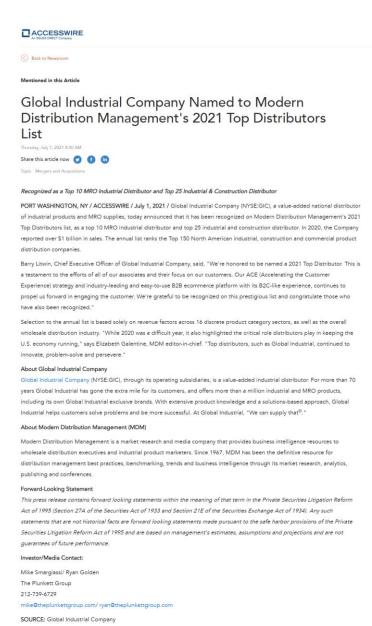
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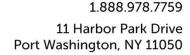




Modern Distribution Management's 2021 Top Distributors List

 Global Industrial recognized as a top 10 MRO industrial distributor and top 25 industrial and construction distributor







1Q 2021



Cautionary Statement Regarding Forward-Looking Statements

This presentation contains forward-looking statements within the meaning of that term in the Private Securities Litigation Reform Act of 1995 (Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934). Additional written or oral forward-looking statements may be made by the Company from time to time in fillings with the Securities and Exchange Commission or otherwise. Any such statements that are not historical facts are forward-looking statements may be made by the Company from time to time in fillings with the Securities and Exchange Commission or otherwise. Any such statements that are not historical facts are forward-looking statements from the private Securities. It litigation Reform Act of 1995 and are based on managements's estimates, assumptions and projections and are not guarantees of further performance. Forward-looking statements may include, but are not limited to statements regarding; i) projections or estimates of revenue, income or loss, sext costs, cash flow needs and capital sependitures; iii) structure performance specifies on the provide control of the specific septimates of the provide sequence of the specific septimates. It is sufficiently alternative sources of supply in response to government tariffs and trade excions and/or due to supply chain disruptions arising from the Cornovarius pandemic, and plans for new products or severely, by lans for acquisition or size of businesses, including expansion or restructuring plans, such as our exit from and winding down of our sold North American Technology Group ("NATC") operations and European operations, vi financing needs, and compliance with financial coverants in local agreements. We seed sessessments of malarially, vily predictions of further events and the effects of perinding and possible ingustion, and visitions thereof and similar expressions are intended to identify forward-looking statements.

Other factors that may affect our future results of operations and financial condition include, but are not limited to, unanticipated developments in any one or more of the following areas, as well as other factors which may be detailed from time to time in our Securities and Exchange Commission filings: general economic conditions, such as customer invertory levels, interest rates, borrowing ability and economic conditions in the manufacturing industry generally will continue to impact our business. The temporary doing of many businesses, and reduced business activity, during the Coronavirus pandemic has negatively impacted the general economy, and decreased customer processing volume, generally, which negatively affected our business and may do so in future quarters until general business activity reaches pre-pandemic levels; the imposition of tariffs and other trade burriers, as well as retallatory trade measures, not all the manufacturing process of the processing o

GLOBAL













Building on a Broad Customer Base and Product Offering

Broad Customer Base

- Manufacturing
- · Retail / Wholesale Trade
- Construction
- Health Care
- · Professional, Scientific
- · Public Admin.
- Educational
- Transportation & Warehousing
- Administrative
- Other Services (excl. Public Admin.)

>500,000 customers No customer >2% of revenue

Wide Product Offering

- Storage & Shelving
- · Material Handling
- · Janitorial & Maintenance
- · Safety & Security
- · Furniture & Office
- HVAC/R & Fans
- · Workbench & Shop Desks
- · Outdoor & Grounds Maintenance
- Plumbing & Pumps
- · Packaging & Supplies

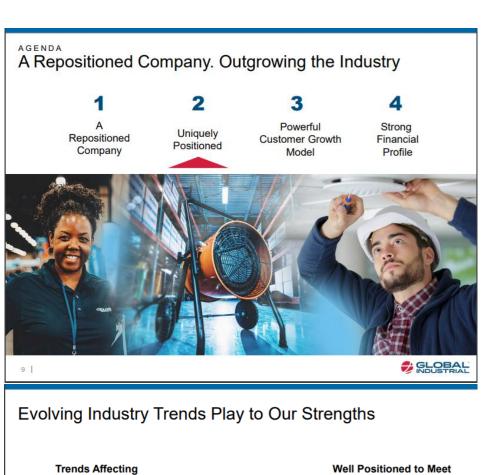
>1.7M products
Top 10 categories ~90% of revenue

7



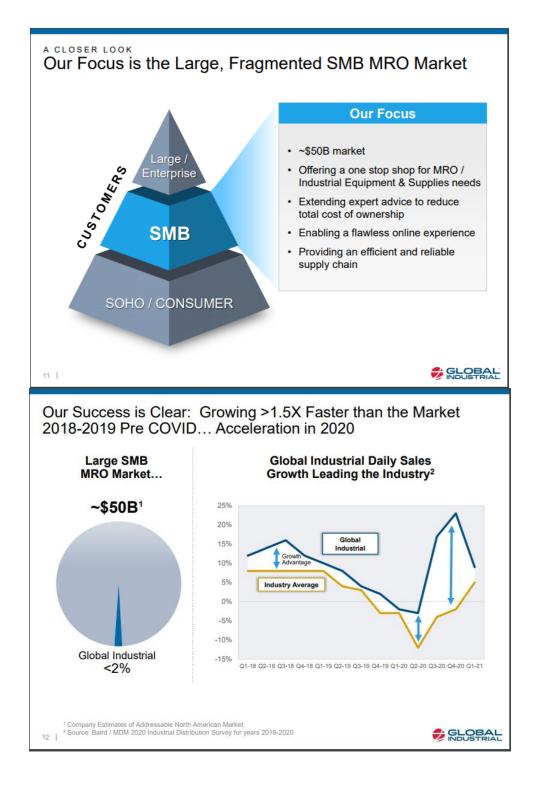












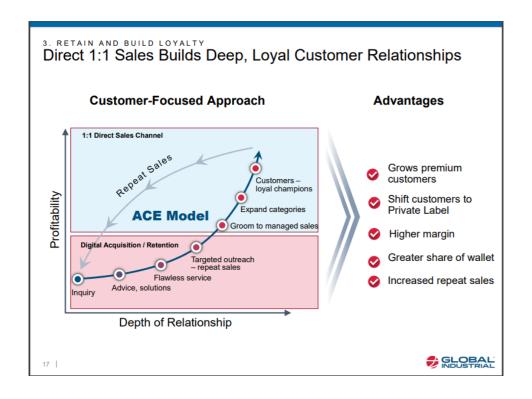














iii. Describe Offeror's reputation of products and services in the marketplace.



In today's competitive industrial products market, customers are savvier than ever. They have the opportunity to shop almost anywhere in our global marketplace. Product availability has never been more important. With the current global supply chain issues and customer's expectations for next day shipping, Global Industrial offers solutions that are ready at all times.

Global Industrial has been making a strong push with our private label offering and has been turning a lot of heads in the industry. Our collection of private labeled products covers all of the categories essential for public agencies offering exceptional quality and a cost-conscious price point.

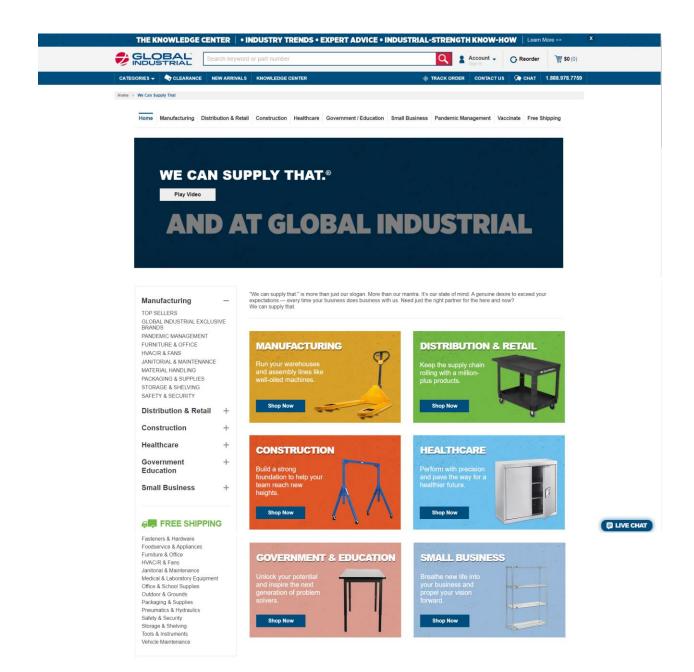
We will test incumbent products, **we** test our products against those products, **we** make sure the regulatory requirements are met; **we** look to build in additional safety measures when needed; **we** provide easy operating instructions; and have the applicable replacement parts available, **we** make sure we can provide service or technical support when needed.

Global Industrial puts the extra chip in the cookie. All of the products that Global Industrial manufactures boast additional functionality over the competition. This may seem like a simple concept; however, it is this extra effort that more established brands have noticed. We added Wi-Fi connectivity to our line of air conditioning units so customers can control them from anywhere in the facility. We added an easy access door on the side of our bottle filling station to make filter changing a breeze.

In terms of availability, with five distribution centers throughout the US (and 2 in Canada), Global Industrial is able to get products to customers fast.











Global Industrial's exclusive private label products cover a wide range of product categories.

Air Conditioning Air Curtains A/V Carts A/V Mounts Awnings	Evaporate Coolers Exhaust Fans Ex-Long Work Benches Fans File Cabinets	Lab Work Benches Ladders Lecterns Lockers Machine Tables	Pedestal Desk Platform Trucks Pedestal Workbench Power Surge Strips & Extension Cords	Trucks & Carts Vacuum Cleaners Wire Shelving Work Bench Systems Wire Mesh Partitions
Bags & Sealers Bench Tops Bins & Totes Bookcases Bulk Racks	First Aid Flammable Cabinets Floor Care Machines & Vacuums Food Storage Fork Lifts & Attachments	Mats & Runners Mobile Work Bench Mobile Carts Mobile Racking Mobile Pallet Rack	PPE Supplies PPE – Ergonomic Protective Equipment Ratchets, Sockets & Wrenches Receptacles Room Dividers Reception Furniture	
Cabinets Chairs Cleaners Conveyors Crowd Control	Garbage Cans & Recycling Gloves Grounds Maintenance	Mops, & Buckets Office Partitions Outdoor Ashtrays Open Leg Work Benches	Safety Scales Scissors Lifts & Lift Tables Shelving Shop Desk	
Desks Displays Dock Equipment Drum & Barrels	Hand Dryers & Towels Hand Trucks & Dollies Hoist & Cranes Hose & Cord Reels Janitorial Supplies	Outdoor Furniture & Equipment Packaging Supplies Pallet Racks Pallet Trucks & Jacks	Stools Strapping Equipment & Banding Tables Tool Storage & Cart Organizer	



iv. Describe the experience and qualification of key employees.



Barry Litwin / Chief Executive Officer, Global Industrial Company

Barry was appointed CEO of the company in 2019 and has served as Director since 2017. Barry was previously the Chief Executive Officer of Adorama, Inc., a leading multi-channel retailer of professional camera, audio, and video equipment. He has also served in executive roles overseeing the e-commerce businesses and digital strategy for Sears Holdings, Inc., Office Depot, and Newark

Electronics, Inc., in addition to serving as an advisor to several early stage technology companies. Barry graduated from Indiana University with a BS degree, and an MBA in Operations from Loyola University, Quinlan School of Business in 1992.



Claudia Hughes / Senior Vice President & Chief Sales Officer

Claudia joined Systemax in 2021. She was previously Senior Vice President, US Field Sales for Office Depot, where she held positions of increasing responsibility during her 27-year tenure. Claudia possesses exceptional business skills across B2B Sales, Sales Leadership and Sales Operations, with data driven results.



Matthew Ford / Director, National Accounts

Matthew joined Global Industrial in 2021. He was previously Regional Sales Director for Office Depot's Business Solutions Division. Matthew also served as Director of Public Sector at Office Depot where he regularly partnered with OMNIA. Now, as Director of National Accounts, one of his primary responsibilities is managing the OMNIA Partners relationship with Global Industrial.





Christopher Solomon / Vice President, Government Programs

Chris joined Global Industrial in 2014 as Vice President of Government Sales. Prior to Global industrial, Chris spent 11 years with Tremco Inc, a leading provider of roofing and building envelope solutions focusing on government contract opportunities and strategic partnering throughout the western U.S.



Don McKenna / Vice President, Sales

Don McKenna joined Global Industrial in 2005. He previously held multiple roles within the sales organization at Carr Business Systems, a Xerox company. Since joining Global, Don has held multiple leadership positions of increasing responsibility. He has served as the Vice President of Sales since January of 2019.



Evelyn Davis / Senior Director, Outbound Sales

Evelyn Davis joined Global Industrial in 2015. She is a Senior Sales Director with over 23 years of experience in the Industrial Sales domain. She has held leadership roles with Grainger and Clean Harbors Environmental (Safety Kleen) and exhibits experience in developing and leading a highly successful sales team while consistently achieving and outpacing sales goals and performance measurables. Ability to problem solve and collaborate as an integral part of a cross-functional leadership team in order to increase revenue, profit and brand awareness.



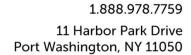
v. Describe Offeror's experience working with the government sector.

Global Industrial's government experience stretches back more than 60 years, and in that time, government specific programs have been developed to facilitate the needs of the public sector and educational customers. Government specific programs are in place to facilitate service, contract vehicles, strategic partnering to meet socioeconomic goals, as well as contract management and compliance.

Our government team includes the following components:

- √ Vice President, Government Programs
- ✓ Manager, Corporate Sales Dedicated solely to the growth, support and management of our government and education sales teams
- ✓ Assistant Manager, Sales Dedicated solely to the growth, support and management of our government and education sales teams
- ✓ Government Bid and Proposal Team
- ✓ Government Contracts and Compliance Manager Located in our legal department
- ✓ **Government Outbound Sales Team** Exclusively manages federal, state, local and K-12 education customers
- √ Higher Education Outbound Sales Team Exclusively manages higher education customers
- ✓ Inbound Government Sales Team Specializing in government and education customer support
- ✓ **Government Reseller Team** Tasked with the facilitation of strategic partnerships with small businesses
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Global Equipment Company Inc. ("Global Industrial") is involved in various lawsuits, claims, investigations and proceedings including commercial, employment, consumer, personal injury and health and safety law matters, which are being handled and defended in the ordinary course of business. Although Global Industrial does not expect, based on currently available information, that the outcome in any of these matters, individually or collectively, will have a material adverse effect on its financial condition or results of operations, the ultimate outcome is inherently unpredictable.





vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

We can't talk about who we are without talking about our customers. Our product offerings are based on customer needs across multiple industries. This ranges from small to large businesses, education, construction, government agencies, medical, and so on. Regardless of size or industry, Global Industrial is not only a supplier, we are a trusted partner.

Due to customer confidentiality requirements, we are unable to provide the years serviced, description of services and annual volume.

Reference # 1

Entity Name: Salida Union School District

Contact Name: Lucy Silva

Title: Secretary for Business Department

Contact Phone: (209) 543-3108

Contact Email: lsilva@salida.k12.ca.us

City: Salida State: CA

Reference # 2

Entity Name: Cobb County Sheriff's Office

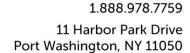
Contact Name: Loren R. Wolfe

Title: Facility Manager

Contact Phone: (770) 852-3787

Contact Email: loren.wolfe@cobbcounty.org

City: Marietta State: GA





Reference #3

Entity Name: City of Charlotte Contact Name: Eric L. Nachamie Title: Management Analyst

Contact Phone: (704) 336-7810

Contact Email: enachamie@ci.charlote.nc.us

City: Charlotte

State: NC

Reference # 4

Entity Name: University of Florida Contact Name: Donald J. Bielling

Title: Project Manager, Office of Research and Facilities

Contact Phone: (352) 846-3554

Contact Email: jbielling@eng.ufl.edu City: Gainesville

State: Florida

Reference # 5

Entity Name: Geneva City Schools Contact Name: Cynthia Mitchum

Title: Nurse

Contact Phone: (334) 360-2788

Contact Email: mitchumc@gck12.com

City: Geneva State: AL

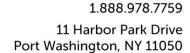
Reference # 6

Entity Name: Denton Independent School District

Contact Name: DM Casper
Title: Director of Purchasing
Contact Phone: (940) 369-0121

Contact Email: dcasper@dentonisd.org

City: Denton State: TX





Reference #7

Entity Name: City of Colorado Springs

Contact Name: Steven Worf Title: Facilities Manager

Contact Phone: (719) 499-5828

Contact Email: steve.worf@coloradosprings.gov

City: Colorado Springs

State: CO

Reference #8

Entity Name: Passaic Valley Sewerage Commission

Contact Name: Thomas A. Fuscaldo

Title: Purchasing Agent

Contact Phone: (973) 817-5702 Contact Email: tfuscaldo@pvsc.com

City: Newark State: NJ

Reference # 9

Entity Name: Prince George Schools Contact Name: Ronald T. Rhodes

Title: Director

Contact Phone: (804) 733-2700

Contact Email: rrhodes@pgs.k12.va.us

City: Prince George

State: VA

Reference # 10

Entity Name: Dallas County Contact Name: James Gay

Title: Purchasing

Contact Phone: (214) 653-7434

Contact Email: james.gay@dallascounty.org

City: Dallas State: TX



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER On rotal IDC 11 C		CONTACT NAME: Arelis Nunez			
Crystal IBC, LLC 32 Old Slip FL 17		PHONE (A/C, No, Ext): 212-504-1894 FAX (A/C, No): 212		2-504-5989	
New York NY 10005		E-MAIL ADDRESS: arelis.nunez@alliant.com			
		INSURER(S) AFFORDING COVERAGE		NAIC#	
	License#: BR-800584	INSURER A: Liberty Mutual Insurance Compa		1112	
Global Equpiment Company Inc c/o Global Industrial Company, f/k/a Systemax Inc. 11 Harbor Park Drive Port Washington NY 11050	SYSTINC-01	ınsurer в : Great American Assurance Compa		26344	
		INSURER C: Colony Insurance Company		39993	
		INSURER D:			
		INSURER E :			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 770576199 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	CLC	CONTRACTOR		-	LIMITS SHOWN MAY HAVE BEEN F		-			
INSR LTR		TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	Х	COMMERCIAL GENERAL LIABILITY			TB2-651-291604-011	7/1/2021	7/1/2022	EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
								MED EXP (Any one person)	\$ 25,000	
								PERSONAL & ADV INJURY	\$1,000,000	
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
		OTHER:							\$	
Α	AUT	OMOBILE LIABILITY			AS2-651-291604-021	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
		ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	Х	UMBRELLA LIAB X OCCUR			TH7-651-291604-041	7/1/2021	7/1/2022	EACH OCCURRENCE	\$5,000,000	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
		DED X RETENTION\$ 10,000							\$	
A		RKERS COMPENSATION EMPLOYERS' LIABILITY			WA7-65D-291604-091 WC7-65D-291604-101	7/1/2021 7/1/2021	7/1/2022 7/1/2022	PER OTH- STATUTE ER		
``	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A		WC7-65D-291604-101 //1/2021	11112022	E.L. EACH ACCIDENT	\$ 1,000,000		
	(Mar	ndatory in NH)	1177					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
ВС	Exce	ess Layers			EXC3850337 AR6461528	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Layer 1 Layer 2	\$7,500,000 \$7,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

GLOBAL EQUIPMENT COMPANY, INC C/O GLOBAL INDUSTRIAL COMPANY, INC F/K/A SYSTEMAX, INC 11 HARBOR PARK DRIVE PORT WASHINGTON, NY 11050 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



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Tab 5 Value Add



d. Value Add

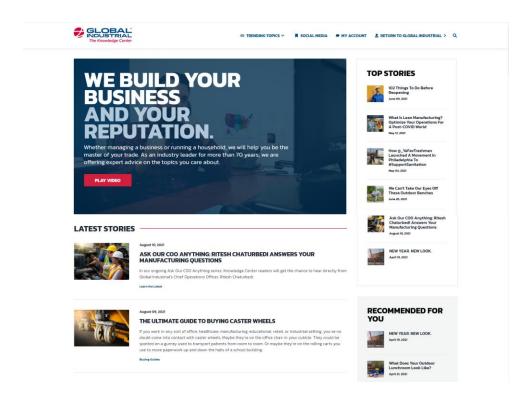
i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.



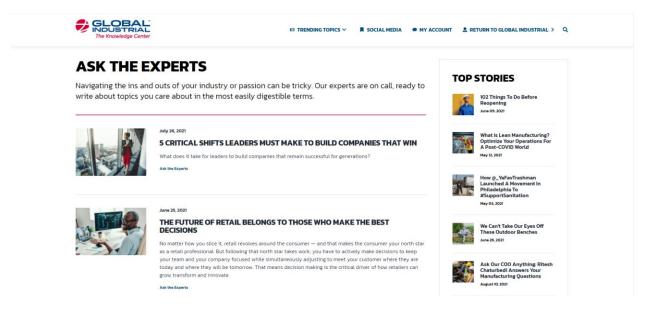
In 2021, Global Industrial introduced The Knowledge Center on the Global Industrial website.

https://www.globalindustrial.com/knowledge-center

In our quest to be the go-to destination for industrial products, The Knowledge Center features trending topics such as "Ask the Experts" segments, How-Tos, Buying Guides, Get Prepared, and Learn the Latest as well as links to our social media accounts, customer access to their account login screen and recommendations for informative guides to help customers navigate our changing world.









July 26, 2021

5 CRITICAL SHIFTS LEADERS MUST MAKE TO BUILD COMPANIES THAT WIN

What does it take for leaders to build companies that remain successful for generations?

Ask the Experts



June 25, 2021

THE FUTURE OF RETAIL BELONGS TO THOSE WHO MAKE THE BEST DECISIONS

No matter how you slice it, retail revolves around the consumer — and that makes the consumer your north star as a retail professional. But following that north star takes work; you have to actively make decisions to keep your team and your company focused while simultaneously adjusting to meet your customer where they are today and where they will be tomorrow. That means decision making is the critical driver of how retailers can grow, transform and innovate.

Ask the Experts

Our ASK THE EXPERTS section features the topics our customers care about in the most easy digestible terms.



We even gave customers a look inside the doors to our Port Washington, NY headquarters to see how Global Industrial handled reopening our workspaces.



May 19, 2021

EPISODE 1: THE GLOBAL INDUSTRIAL™ GENIUS GUIDE TO REOPENING: THE OFFICE INTRO

Looking for some back-to-business inspiration for the office? Take a virtual journey to our Port Washington, NY headquarters, where we'll show you what we're doing to help keep safety front and center.

Ask the Experts



May 18, 2021

EPISODE 2: THE GLOBAL INDUSTRIAL™ GENIUS GUIDE TO REOPENING: THE COMMON SPACES

Our Genius Guide series continues with an inside look at Common Spaces and how to tackle them with the best approaches. Let's get to it.

Ask the Experts



May 17, 2021

EPISODE 3: THE GLOBAL INDUSTRIAL $^{\mbox{\tiny M}}$ GENIUS GUIDE TO REOPENING: THE COMMON TOUCHPOINTS

From water bottles to handles, human hands are everywhere. But not anymore. This episode's Genius Guide is all about keeping it hands-free and secure.

Ask the Experts



HOW-TOS

Ready to turn your knowledge into action? Read on to learn new ways to give your environment or workflow a boost.



June 21, 2021

VEHICLE MAINTENANCE MADE SIMPLE

Keep your fleet on fleek.

How-Tos



June 09, 2021

102 THINGS TO DO BEFORE REOPENING

When it's time to head back to the office or back to full-time, in-person learning, there's no greater time than now to consider new ways of working, learning, and socializing — together.

Get Prepared, How-Tos



April 21, 2021

PUTTING AN END TO ACHES & PAINS IN THE WORKPLACE: ERGONOMICS 101

Imagine you're spending hours at a computer all day and your back, wrist, and joints start to ache with pain. Imagine you're pulling a heavy load or performing repetitive tasks that put a strain on your ligaments and muscles.

How-Tos



BUYING GUIDES

Have a product in mind but not sure where to start? Let our buying guides help you make more confident and informed purchasing decisions.



August 09, 2021

THE ULTIMATE GUIDE TO BUYING CASTER WHEELS

If you work in any sort of office, healthcare, manufacturing, educational, retail, or industrial setting, you've no doubt come into contact with caster wheels. Maybe they're on the office chair in your cubicle. They could be spotted on a gurney used to transport patients from room to room. Or maybe they're on the rolling carts you use to move paperwork up and down the halls of a school building.

Buying Guides



August 09, 2021

ASK THESE 10 QUESTIONS TO SEE IF YOUR WORKBENCH IS WORKING FOR YOU

Is your workbench working as hard as you do? There's no one-size-fits-all formula with workbenches. Instead, they come in a variety of configurations to suit a wide range of uses. Finding the right match is important to ensuring you can work efficiently and safely.

Buying Guides



August 09, 2021

THE ULTIMATE BUYING GUIDE FOR SHOP DESKS

From small businesses with workshops to large-scale manufacturing, a good shop desk is an essential workspace. Discover what type of shop desk would make the best fit for your business.

Buying Guides



June 16, 202

THE ULTIMATE GUIDE TO STORAGE AND SHELVING SOLUTIONS

No warehouse or retailer wants to operate with piles of products splayed out across a disorganized floor.

Buying Guides



May 23, 2021

THE PERFECT COMBINATION OF LOCKERS

Voted most likely to succeed in security

Buying Guides

Global Industrial's Buying Guides will aid public sector customers in choosing the right solutions for their facilities. From workbenches to shop desks and with some shelving and lockers thrown in for good measure, Global Industrial offers informative guidance for every scenario.



Global Industrial offers guidance for customers as they face a variety of challenges related to emergency preparedness, workplace safety, pandemic management, and more.

GET PREPARED

Life is unpredictable — make sure you're at the ready with topics that cover emergency preparedness, workplace safety, pandemic management, and more.



August 09, 2021

4 THINGS A SUCCESSFUL HYBRID WORKFORCE REQUIRES

As widespread vaccination continues to unfold, business leaders must begin planning for a post-pandemic workforce. It's important to consider that 77% of employees said they would like to continue working remotely, and another survey even revealed that 30% would quit their jobs entirely if required to return to their desks.

Get Prepared



August 06, 2021

NEGOTIATING BIG WEATHER CONCERNS IN SUPPLY CHAIN CONTRACTS

Trends and watchouts for negotiating supply chain contracts in 2021 and beyond include big storms and other natural disasters. Often the last thing that a franchisor's supply chain negotiators are thinking about, these big storms and disasters should be top of mind when evaluating the risk and potential disruption they can cause to any manufacturing or supply relationship and therefore, to the franchisor's ability to deliver on products and services.

Get Prepared



August 02, 2021

AS OFFICES CONSIDER HYBRID WORK, CAN WAREHOUSES OPERATE REMOTELY TOO?

Corporate discussions about who should return to physical workspaces, and in what capacity (back full-time? hybrid?) typically center around office functions. But some warehouse operations are becoming remote too.

Get Prepared



July 30, 202

AUTOMATION AND THE AMERICAN MANUFACTURING RENAISSANCE

It is no secret that the manufacturing industry in the US has fallen behind over the last several decades, even though innovation in related technologies, including factory automation and robotics, are thriving in America's universities and start-up community.

Get Prepared



July 21, 2021

STRONG CLEANING PROTOCOLS CAN BOOST FALL RETURNS TO SCHOOL

With the school season fast approaching, school officials are considering how to reinforce safety for students, staff, and visitors

Get Prepared



Learn the Latest brings pressing topics to the forefront. We want to help keep our customers informed about the topics that matter most.

LEARN THE LATEST

Want to stay in the know? From industry trends to policy changes, we're here to help you get a leg up on the latest news.



August 10, 2021

ASK OUR COO ANYTHING: RITESH CHATURBEDI ANSWERS YOUR MANUFACTURING QUESTIONS

In our ongoing Ask Our COO Anything series, Knowledge Center readers will get the chance to hear directly from Global Industrial's Chief Operations Officer, Ritesh Chaturbedi.

Learn the Latest



August 04, 2021

WASHINGTON EXPANDS SAFETY OBLIGATIONS FOR TEMPORARY CONSTRUCTION, MANUFACTURING WORKERS

Worksite employers and staffing agencies that use temporary construction and manufacturing workers are subject to new safety obligations in Washington designed to protect the temporary workers from workplace hazards and injury. The new law (SHB 1206) takes effect July 25, 2021.

Learn the Latest



Territory Sales Manager

...Did you know?

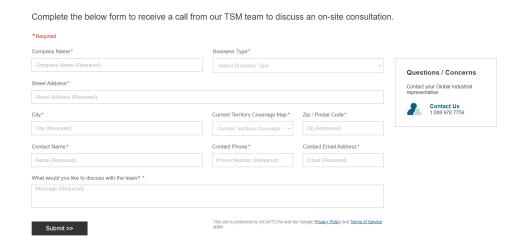
Global Industrial offers FREE on-site support for you and your business. Our field team not only has a vast and diverse understanding of our product offerings, but also has direct lines to our entire (and ever-expanding) vendor network for any specialized or specific field of expertise — regardless of how complex. Our team is OSHA 10 certified and will be able to guide you through a focused project, or provide solutions and alternatives to support your efforts at reducing budget impact, increasing operational efficiency, or identifying faster and better sources for your industrial needs. Whether you are new to Global Industrial or have a dedicated Account Manager you work with regularly, we encourage you to utilize your local Territory Sales Manager today as an added resource now available to you.





Our Territory Sales Manager team consists of some of the hardest working individuals in the industry. Their goal – to provide FREE on-site support for our customers. They are available to conduct consultations for your upcoming projects, provide product alternatives that are sensitive to your budgetary requirements, and walk through your facilities with open eyes and a genuine desire to help.

Engaging the support of a TSM is easy! Visit <u>Territory Sales Manager</u> to get started!







Subject Matter Experts

Interested in having a conversation about safety trends or best practices? Sign up below to speak with one of Global Industrial's in-house subject matter experts. With a focus on safety, facilities solutions, and JanSan topics, our subject matter experts are ready and willing to discuss ways to enhance your business.



The team of subject matter experts is available for all US customers. Consultation begins with a phone call and can lead to a virtual or on-site meeting.



Safety

A strong safety culture will help save you time and money in all facets of your business. Here at Global Industrial, we have subject matter experts to help you evaluate and determine the most effective and cost-efficient solution for your safety needs. From replacing a piece of personal protective equipment (PPE), to determining the proper fall protection system for your facility, Global Industrial has the knowledge needed to support your safety initiatives.



Facilities Solutions

Have a project on your radar? Having issues getting started? Need a second pair of eyes or ears? Get it right the first time, and call an expert. With over 70 years of experience working in the industry, we've seen almost everything, from the smallest facility concern to the largest expansion project. We've been able to assist our customers through the most challenging constraints - and we're confident we can assist you, too.

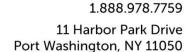


JanSan

At Global Industrial, we help janitorial teams run like building service contractors and building service contractors become world class organizations. Our in-house JanSan experts can assist you with all facility-related janitorial challenges, from best practices in selecting the right cleaning products for the job at hand to finding ways to optimize your team's day-to-day cleaning routines.

Engaging the support of our Subject Matter Experts starts with a visit to our website!

Global Industrial Subject Matter Experts





ALWAYS READY TO ROLL UP OUR SLEEVES.

Global Industrial has dedicated staff and resources to helping customers examine 5S options for their

facilities. Our subject matter experts can help bring efficiency and order to any environment!





What is 5S

- 5S is the Lean method of organizing a work area to increase
 efficiency and decrease waste. It is used in manufacturing and
 other facilities, and it's benefits have been proven. You may be
 already using the 5S structure in your existing processes.
- But what many people may not have realized is how some of the same ideas in 5S apply fittingly to creating useful training materials at work. If you're familiar with 5S, but are less familiar with some principles of creating practical training, this comparison can help shed some light for you.



DEFINITION – WHAT IS 5S? Sort Removing unnecessary work items from the work area. · Straighten Organizing items that remain, so they're in the best possible location. Standardize Identify best Straighten practices to keep things as you've got them now and create consistent procedures to ensure jobs are completed efficiently. Shine · Shine Cleaning up the workplace. Sustain Keep the new process going INDUSTRIAL We can supply that:



5S

- · Method which is mainly applied in the production area
- as well as in the service sector
- Order and tidiness are basic requirements for the improvement of work processes, quality control and employee commitment
- · Can be used within every division of the organization; e.g., production, services, administration, data storage, information technology
- Visualization of developed standards at the workplace;
- · differences can be easily recognized by externals and superiors



After

5S Examples

- NEW Mop Cleaning Stations
- Multiple Color Combinations
- With OR Without Tools
- Combo Kit Includes:
- · High Quality Folding Floor Sign
- Maintenance Clipboard
- All Cleaning Tools (And Mop Bucket)
- Mop Bucket Floor Sign
- Compatible with NMC's Mobile Cart









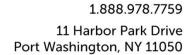






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Tab 6 Additional Required Documents (Appendix C)





a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc#1)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

Signature below certifies complete acceptance of Region 4 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 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records 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.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

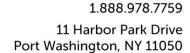
Brittany Garrett, Educational Contract Specialist

Authorized Signature & Title

Date

*Discounts provided by Global Industrial are proprietary and confidential.

^{*}The D&B report provided by Global Equipment Company Inc. is confidential information and should not be disclosed to any third parties and should only be used by Region 4 Education Service Center and OMNIA Partners for the purpose of evaluating Global Equipment Company Inc. as a supplier of Region 4 Education Service Center and OMNIA Partners and for no other purpose.





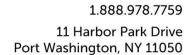
b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005) Attorney General Form

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;
- 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.

Company	Global Equipment Company Inc.	Contact	Signature
	11 Harbor Park Drive		Brittany Garrett
			Printed Name
	Port Washington, NY 11050		Educational Contract Specialist
Address			Position with Company
		Official Authorizing Proposal	MPSI
			Signature
			Christopher Solomon
			Printed Name
Phone	(678) 745-9817		Vice President, Government Programs
			Position with Company
Fax			





c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

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:

Staring on January 1, 2016, the commission made 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. 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. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

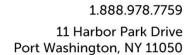
Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.				OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2021-795286				
	Global Equipment Company Inc.					
	Port Washington, NY United States		Date F	Filed:		
2		e contract for which the form is	08/26	5/2021		
_	being filed.		<u></u>			
	Region 4 Education Service Center		Date /	Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide	ty or state agency to track or identify led under the contract.	the co	ontract, and prov	ride a	
	21-14					
	Warehousing, Material Handling, and Production Support					
and the same of				Nature of	interest	
4	Name of Interested Party	City, State, Country (place of busir	ess)		k applicable)	
	Name of interested Farty	C.J, Cana, Commy (prints of page		Controlling	Intermediary	
_						
_						
-						
H						
5	Check only if there is NO Interested Party.		de la constantina de			
6	UNSWORN DECLARATION					
		, and my date o	f hirth !	May 6, 1977		
	My name is Brittany Garrett	, and my date of	i nnia i	8	· · · · · · · · · · · · · · · · · · ·	
-	14 Harbor Pork Drivo	Port Washington	VΥ	11050	USA	
	My address is 11 Harbor Park Drive		(state)	(zip code)	(country)	
Memoran Maria	(street)	(oity)	(3.0.0)	(2.lp -200)	//	
	I declare under penalty of perjury that the foregoing is true and corre	oct.				
THEODER CONTRACTOR	Executed in Gwinnett Coun	ity, State of <u>Georgia</u> , on the	_e 26th	_day of _ August	, 2021	
***************************************	Executed III			(month)		
		BA				
TORROGEOUSES.		Signature of authorized agent of co	ontractir	ng business entity	/	
-	(Declarant)					





d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

Brittany Garrett	 ,	as	an	authorized
representative of				
Global Equipment Company Inc.		,	а	contracto
engaged by				
Insert Name of Company				

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

August 26, 2021

Date



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

NOTICE TO OFFEROR ADDENDUM NO. 1

Solicitation Number 21-14

Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Warehousing, Material Handling, and Production Support

This Addendum No. 1 amends the Request for Proposal (RFP) for Warehousing, Material Handling, and Production Support 21-14 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Warehousing, Material Handling, and Production Support. Addendum 1 is hereby issued as follows:

CLARIFICATIONS

1. The Calendar of Events are changing via this Addendum.

QUESTIONS AND ANSWERS

 Question: <Supplier> is very interested in the Region 4 ESC opportunity for Warehousing, Material Handling and Production Support, but due to the breadth and scope of the solicitation we would like to propose an 8 week extension on the proposal deadline of August 24th.

Answer: Region 4 Education Service Center is extending the due date via this Addendum but cannot extend beyond the revised date without impacting the overall timeline.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: Tuesday August 31, 2021, 2:00 PM CENTRAL TIME

2. Page 1, Paragraph 3:

Remove paragraph 3, titled Non-Mandatory Pre-Proposal Conference, and replace with the following:

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on August 5, 2021 at 2:00 pm virtually. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by August 4, 2021. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

3. Page 4, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
Issue RFP	July 8, 2021
Pre-proposal Conference	August 5, 2021
Deadline for receipt of questions via email	August 6, 2021
Issue Addenda (if required)	August 12, 2021
Proposal Due Date	August 31, 2021

Warehousing, Material Handling, and Production Support Solicitation Number 21-14 Addendum No. 1 Contract Effective Date

December 1, 2021

All other items on this page shall remain.

4. Page 5, Section III. INSTRUCTIONS TO OFFERORS, item 2. <u>Inquiries and Discrepancies</u>

Remove item 2. <u>Inquiries and Discrepancies and replace with the following:</u>

2. <u>Inquiries and Discrepancies:</u> Questions regarding this solicitation must be submitted to Crystal Wallace, Business Operations Specialist, at <u>questions@esc4.net</u> no later than <u>August 6, 2021</u>. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Global Equipment Company Inc.
Contact Person Brittany Garrett
Signature
Date August 26, 2021

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 <u>www.esc4.net</u>

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 21-14

Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Warehousing, Material Handling, and Production Support

This Addendum No. 2 amends the Request for Proposal (RFP) for Warehousing, Material Handling, and Production Support 21-14 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Warehousing, Material Handling, and Production Support. Addendum 2 is hereby issued as follows:

CLARIFICATIONS

1. The Calendar of Events are changing via this Addendum.

CHANGES TO THE RFP

 Page 4, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
Issue RFP	July 8, 2021
Pre-proposal Conference	August 5, 2021
Deadline for receipt of questions via email	August 6, 2021
Issue Addenda (if required)	August 12, 2021
Proposal Due Date	August 31, 2021
Approval from Region 4 ESC	October 26, 2021
Contract Effective Date	December 1, 2021

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Global Equipment Company Inc.
Contact Person Brittany Garrett
Signature
Date August 26, 2021

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 <u>www.esc4.net</u>

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 21-14

Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Warehousing, Material Handling, and Production Support

This Addendum No. 3 amends the Request for Proposal (RFP) for Warehousing, Material Handling, and Production Support 21-14 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Warehousing, Material Handling, and Production Support. Addendum 3 is hereby issued as follows:

CLARIFICATIONS

1. The Proposal Format is changing via this Addendum 3 to reflect what was discussed in the pre-proposal meeting.

CHANGES TO THE RFP

- 1. On page 6, remove item 5. Proposal Format, from Section III. INSTRUCTIONS TO OFFERORS, and replace with the following:
 - 5. <u>Proposal Format:</u> Proposals must contain two (2) electronic copies on flash drives with signed copies of the solicitation. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract. Offerors may also provide two (2) bound and signed original copies of this solicitation, however bound copies are not required.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

If bound copies are provided, responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the

Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Global Equipment Company Inc.	
Contact Person Brittany Garrett	
Signature P	
Date August 26, 2021	

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 <u>www.esc4.net</u>

NOTICE TO OFFEROR

QUESTIONS AND ANSWERS

Solicitation Number 21-14

Request for Proposal ("RFP") by Region 4 Education Service Center ("ESC") for Warehousing, Material Handling, and Production Support

CLARIFICATION

This questions and answers document includes all questions submitted in writing before the deadline including those submitted in the chat during the pre-proposal meeting.

QUESTIONS AND ANSWERS

 Question: is very interested in the Region 4 ESC opportunity for Warehousing, Material Handling and Production Support, but due to the breadth and scope of the solicitation we would like to propose an 8 week extension on the proposal deadline of August 24th.

Answer: Region 4 Education Service Center is extending the due date via this Addendum but cannot extend beyond the revised date without impacting the overall timeline.

- 2. Question: "To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the Contract Sales and the Guaranteed Contract Sales."
 - This is a very gray area as it places much liability on a vendor. How can someone guarantee minimum sales to co-op agencies? What if there is another COVID shut-down, will the vendor still be liable for the minimum fee?

Answer: Some Offerors choose to have Guaranteed Contract Sales, but Offeror's are not required to and may choose to insert \$0 Guaranteed Contract Sales.

3. Question: • If a City sends out a Special Bid for an item and they are also listed as a potential member of the Region 4 Co-op Contract, but if it is not stipulated within their bid document that the vendor has to pay a fee to Onvia Region 4, how can you legally demand payment on a separate bid proposal?

Answer: Participating Public Agencies that use cooperative contracts do not need to put out their own bid or solicitation document. If an Awarded Offeror has a cooperative contract, they should, in their response indicate they have a cooperative contract to give that agency the choice to utilize it. However, if a Participating Public Agency does not want to use a cooperative contract, they are not required to, and in those cases, Offerors would not be paying a fee for products or services performed outside of the Master Agreement.

4. Can you please go over the relationship between ESC 4 and OMNIA Partners again? If awarded, who is the awarding entity?

Answer: Region 4 ESC is the public agency leading the contract (which includes issuing, evaluating, and awarding Master Agreements). OMNIA Partners is a cooperative purchasing organization. See page 3 (National Contract) and page 28 (Appendix D) of the RFP for more details.

5. You say in IV. Evaluation Process and Criteria, a) Products/Pricing, iv. "Describe any shipping charges." Can shipping charges be described as determined at the time of order? Or do those have to be set up front?

Answer: Any shipping charges should be included in the response if they are known. If they cannot be calculated in advance that should be included and described as part of the Offeror's response.

6. Can contractors delete products and/or entire groups of products from the contract for any reason?

Answer: Any changes made after contract award do need to go through a contract update (amendment) process that will be reviewed and approved/declined by Region 4 ESC. If there is a standard addition or deletion (such as if products/services are no longer available), those are generally acceptable, but it is still a case-by-case basis.

7. Is the 3% fee only for OMNIA, or is 3% the total fee for OMNIA and Region 4 ESC. Are there any other administrative fees?

Answer: The 3% fee is only between OMNIA Partners and the Awarded Offeror(s); see the Administration Agreement for details regarding the fee. There are not any additional fees to OMNIA Partners or Region 4 ESC.

8. 365 days notice to renew the contract is a significant length of time. Can that be modified to be around 90 days?

Answer: Submit any requested contract exceptions as part of the response and it will be reviewed by Region 4 ESC. Generally, 365 days is standard as often Participating Public Agencies utilizing Master Agreements need advance notice of renewals to meet their internal policy needs and processes.

9. For this type of equipment, a 7 day delivery time frame is nonstandard. (Recitals, 14) Can this timeframe be revised to be based on the timeframe quoted, or more like 30-90 days?

Answer: Submit any requested contract exceptions as part of the response and it will be reviewed by Region 4 ESC.

10. Question: is very interested in the Region 4 ESC opportunity for Warehousing, Material Handling and Production Support, but due to the breadth and scope of the solicitation we would like to propose an 8 week extension on the proposal deadline of August 24th.

Answer: Region 4 Education Service Center is extending the due date via this Addendum but cannot extend beyond the revised date without impacting the overall timeline.

11. Question: Can you tell me what the NIGP Annual Forum is.

Answer: NIGP is an institute for public procurement. They put together an annual conference/forum for public procurement officials across the country titled 'NIGP Annual Forum'. For more information their site is located here: https://www.nigp.org/about-nigp/about-nigp