

REQUEST FOR PROPOSAL FOR Furniture and Storage, related products and services

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1110



Publication date	05/29/2020
Product or service	Furniture and Storage, related products and services
RFP #	EQ-052920-01
Proposal due date	07/09/2020 at 2:00pm CST
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login

Principle Contract Officer	Ms. Sue Hayes Chief Financial Officer
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Public opening location	Region 10 ESC 400 E Spring Valley Road Richardson, TX 75081
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Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of Furniture and Storage, related products and services. Responses will be accepted until 07/09/2020 at 2:00pm CST. All times are Central Standard Time.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. The Board of Directors also reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

LEAD AGENCY AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Lead Agency Agreement for Furniture and Storage, related products and services for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the "Lead Agency Agreement") from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Lead Agency Agreement.

Access to the Lead Agency Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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

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

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

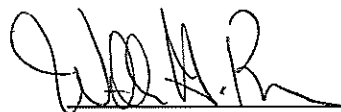
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested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

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

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

July 7th, 2020

Date


(Bid Specialist)
Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.

Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.

Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.

Provide quick and efficient delivery of goods and services.

Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.

Help in assisting customers with use of best business practices.

IV. Customer Service

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Furniture and Storage, related products and services. Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following categories:

Attn: Contract Writer: In this section please include any Special Terms & Conditions as well as specifications for products and/or services and specific questions which may apply to the solicitation if applicable.



DATE 07/07/2020

Education Service Center, Region 10/Equalis
Attn: Ms. Sue Hayes
400 E. Spring Valley Road
Richardson, TX. 75081

RE: EQ-052920-01 Furniture and Storage, related products and services

To Whom It May Concern:

Please accept this letter as a request for exceptions from Global Equipment Company Inc. dba Global Industrial for the above referenced bid.

RFP EQ-052920-01 for Furniture Storage Solutions

Open Records Policy. Discounts and pricing provided by Global Industrial are confidential and proprietary. See price list.

B. Scope. Strike Services section. Global Industrial does not offer services.

XVI. Strike "and which guarantees that if the Respondent should fail..." through to end of clause.

Award Process

XXII.

2. Pricing for all available products and services. Strike in its entirety and replace with the following language: 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.

6. Delivery is freight pre-paid, FOB Destination. Strike and replace with the following: 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: lift-gate services, white glove services, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only). See price list for schedule of special service pricing.

Appendix B: Pricing (page 20)

- Price List: 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.
- Global Industrial requests that for purchases expected to exceed a value of \$5,000.00, the AGENCY contact their assigned Account Manager for pricing assistance. Volume discounts for single orders may be available dependent upon the product and quantity requested.

Appendix E: Vendor Contract and Signature Form (page 22)

1.4 Customer Support. Strike "one (1)" and replace with "three (3)."

Article 3: Representations and Covenants. Strike "Respondent's Promise" in its entirety.

5.3 Delivery/Service Failures. Strike last sentence of clause.

7.1 Delivery. Global Industrial will make a good faith effort to ship products within 7 business days. However, factors such as product origin, quantity requested, and availability and production times may factor into shipping and delivery times. Please contact your assigned Account Manager for specific information regarding lead times.

7.2 Inspection & Acceptance. Append to end of clause: Any rejection for nonconformance must be made within five (5) business days of delivery or goods shall be deemed accepted.

7.5 Shipping Charges. Stricken in its entirety. Replace with the following language: Strike and replace with the following:

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: lift-gate services, white glove services, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).

8.1 Payments. Strike "after satisfactory performance..." through to end of clause. Replace with "Net 30 days from the date of invoice."

9.2 Price Increase. Strike in its entirety and replace with the following language: 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.

9.3 Additional Charges. Strike and replace with the following: 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: lift-gate services, white glove services, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).

9.4 Price Reduction and Adjustment. Strike last sentence of clause.

9.7 Price Calculation. 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.

11.6 Warranty Conditions. Strike in its entirety and replace with standard language.

11.7 NOTE REGARDING BUY AMERICAN ACT: Should any contract or offer to purchase be federally funded AND greater than the current micro-purchase acquisition threshold, Global Industrial requests to be notified prior to any such purchase as some of the products quoted may be of foreign origin. However, all products quoted are considered commercial-off-the-shelf items, as defined in FAR 2.101, are used by the general public or by non-governmental entities for purposes other than governmental purposes, and have been sold to the general public, or have been offered for sale to the general public. The products described are sold in substantial quantities in the commercial marketplace, and offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; further, the products are not bulk cargo, as defined in 46 U.S.C. 40102(4).

13.1 Funding Out Clause. Any invoices issued up to and including the date of termination for lack of appropriation funds shall be due and payable Net 30 days from the date therefrom.

13.3 Indemnity. Strike in its entirety and replace with the following language: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees, and agents against all third-party claims, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency. Vendor shall have the right to control the defense, prosecution, and/or settlement of

any matter for which indemnification is claimed hereunder with reasonable counsel of its choosing, provided that no settlement will be entered into that would impose any obligation on Region 10 ESC or Equalis Group without Region 10 ESC or Equalis Group's prior written consent. Vendor's assumption of such control shall constitute acceptance of the Region 10 ESC or Equalis Group's indemnity claim. Notwithstanding the foregoing, this indemnity shall not apply to any consequential, indirect, incidental, special, punitive, loss of profit, or lost opportunity damages.

Should you have any questions regarding our proposal, please let me know.

Regards,

William Rose

Bid Specialist



11200 W. Parkland Avenue, Suite 100, Milwaukee, Wisconsin 53224

Phone: +1 (414) 214-3336

Email: WRose@globalindustrial.com

Web: <https://www.globalindustrial.com>

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.

III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in

the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and

Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.

Communication with any employee of Equalis Group

VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. Calendar of events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	01/31/2020
Deadline for questions	03/05/2020
Issue Addendum/a (if required)	03/06/2020
Proposal Due Date	03/12/2020 07/09/2020
Approval from Region 10 ESC	04/15/2020
Contract Effective Date	05/01/2020

CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

- X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.
- XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.
- References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- XIII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.
- However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
- XIV. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Submissions may be rejected for failing to submit samples as requested.
- XV. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XVI. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work.

Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

- XVII. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project. See below.
- XVIII. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XIX. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is estimated to be over \$XX million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XXI. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXII. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.
- XXIII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. All products and services available
See line-card page 64 and following

2. Pricing for all available products and services
10% off published list price (Furniture Discount – see price list). We are opting for a catalog discount for pricing, not a line item discount.
3. Pricing for warranties on all products and services
As requested – per product
4. Ability of Customers to verify that they received contract pricing
Hard-coded into customer accounts and applied to each order
5. Payment methods
Check, ACH, P-Card, Visa, MasterCard, American Express, Diners Club
6. Other factors relevant to this section as submitted by the Respondent

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
Country-wide warehouses and branch offices – see below for details
2. Response to emergency orders
As requested
3. Average Fill Rate
Meets industry standard
4. Average on time delivery rate
Meets industry standard
5. Shipping charges
Freight include in price
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
Global Industrial has award-winning Customer Service specialists to assist with post-sale issues such as tracking, warranty claims, freight claims and additional technical and product support. They work closely with our logistics team and vendors to insure that solutions are presented quickly and effectively, eliminating costly potential downtime for our customers.
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
Financial Strength – http://www.systemax.com/releases/SYX_2Q18_Press_Release.pdf
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
Website: <https://www.globalindustrial.com>
14. Respondent's safety record
15. Instructional materials
Included with many products on-line and/or provided upon request.
16. Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (20 Points)

1. Respondent reputation in the marketplace
<https://www.globalindustrial.com/globalGovernment>
2. Reputation of products and services in the marketplace
3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees

Account Manager, Sandra Collins

scollins@globalindustrial.com

Phone: Buford, GA.

Sandra Collins has been a Government Account Manager with Global Equipment for 4 years providing consultative selling solutions to Federal, State, Local and Primary Education accounts. Prior to coming to Global, she spent 7 years with Grainger in Sales Analytics and Account Relationship Management.

Government Bid Specialist, William Rose

wrose@globalindustrial.com

Phone: 414-302-7559 Milwaukee, WI.

William Rose is a Government Bid Specialist. He has worked for Global Equipment Company Inc. for five years, with three years of experience on our government and education team in the role as a Bid Specialist. Prior to that, he worked for two years in our product management division as a Technical Product Specialist for business accounts. William has fifteen years previous experience with Snap-on Tools as an Account Manager in inside sales, customer support, bidding, quoting, and logistics.

Contract Manager, Nikki Werra

nwerra@globalindustrial.com

Phone: 414-302-7311

Mobile: +1 (414) 469-2911

5. Location and number of sales persons who will work on this contract

Account Manager, Sandra Collins

scollins@globalindustrial.com

Buford, GA.

Government Bid Specialist, William Rose

wrose@globalindustrial.com

Milwaukee, WI.

Contract Manager, Nikki Werra

nwerra@globalindustrial.com

Milwaukee, WI.

6. Past experience working with the government sector

Global Industrial currently has a staff of fourteen seasoned Account Managers specializing in sales and support exclusively for school districts and government agencies. These teams are located in our Port Washington, NY and Buford, GA offices. Each Account Manager has a specific territory assignment. As a result, members of our government team are tuned into the needs of their specific territories, building strong relationships with customers and vendors alike. Each office also has an Assistant Sales Manager that heads up the government team and provides additional support functions.

7. Exhibited understanding of cooperative purchasing

Global Equipment Company Inc. was awarded a contract with BuyBoard Purchasing Cooperative for Building Maintenance, Repair and Operations Supplies and Equipment and has successfully managed

this contract since late 2015. We are also participating in the Indiana Approved Educational Shopping Cooperative for K-12 and higher education in the state of Indiana. Global Equipment Company Inc. is a member of the GovPro e-procurement system for Indiana cities, towns and county governments, offering our complete catalog. In Pennsylvania, we are part of the Montgomery County Intermediate Unit 23 cooperative purchasing agreement and participate in Chester County Cooperative Purchasing for all of our products.

8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
See below.
10. Certifications in the Industry
11. Company profile and capabilities
See below.
12. Other factors relevant to this section as submitted by the Respondent

Value Add (10 Points)

1. Marketing plan and capability
See below.
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent

XXIV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXV. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXVI. Past Performance: A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVII. Taxes (State of AZ Respondents only): All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

PROTEST OF NON-AWARD

XXVIII. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue*

Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXIX. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
7. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name?

Global Equipment Company Inc. (dba Global Industrial, Global Industrial Equipment, www.GlobalIndustrial.com)

2. What is your company's Dun & Bradstreet (D&B) number?

001472216

3. What is/are your corporate office location(s)?

Corporate Headquarters: 11 Harbor Park Drive, Port Washington, NY. 11050

4. Please provide a brief history of your company, including the year it was established.

Our company, Global Equipment Company Inc., conducts business under the names Global Industrial, Global Industrial Equipment, and Global Industrial.com. Global Industrial* is a subsidiary of Systemax Inc. listed on the New York Stock exchange (NYSE). Our world headquarters is located in Port Washington, New York.

*(Incorporated in New York as Global Equipment Company Inc.)

For over 65 years Global Industrial has been an industry leader of private label and brand name industrial equipment and products for maintenance, repair and operations to educational institutions throughout North America.

We carry over 1,000,000 industrial, material handling, janitorial and maintenance products that are sold through our website, corporate sales people and full color catalogs. We are constantly increasing our product offerings to meet the diverse and changing needs of our customers. Established 1949.

Website: www.globalindustrial.com

5. Who is your competition in the marketplace?

Grainger, U-Line, MSC, etc.

6. What are your overall annual sales for last three (3) years?

2019 \$916M; 2018 \$847M; 2017 \$767M

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

Public sector sales are in excess of \$100M.

8. What is your strategy to increase market share in the public sector?

To increase the number of dedicated sales reps, to add specialists to the inbound government call center (2 new associates), to add additional direct and indirect campaigns 2020 (i.e R3 – Restore, Return, Rebound), and to add additional direct and indirect campaigns buying cycles. (Physical year end, summer break, winter break, etc.)

9. What differentiates your company from competitors in the public sector?

Our multiple warehouse and office across the country allow our customers to receive quality janitorial and maintenance as well as material handling products at very competitive prices. We are known for exceptional sales support and customer service. Our website has in-depth product descriptions, details, specifications, and photo galleries on all products.

Global Industrial also has new and exclusive content that explains product features and benefits, as well as product videos showcasing the products themselves. These demonstrations and detailed

descriptions give customers the chance to put products “in your hands” before an actual purchase is made.

Global Equipment Company, Inc. offers a full range of furniture products for that are used throughout educational and government settings. Our customers for these products include school districts of all sizes, small to large corporations, institutions, and government agencies.

10. Please provide your company’s environmental policy and/or sustainability initiative.

Global Industrial maintains and keeps, in stock, a variety of environmental and/or sustainability initiative products. Our own in-house efforts include a high efficiency lighting retrofit of our New York, Georgia and Wisconsin locations. Global Industrial has added electrical vehicle recharging stations at some buildings and introduced water reclamation improvements by adding low volume flush toilets and bottle filling stations to many of its location. In addition we maintain a product line of green – high efficiency lighting, recycled content furniture, cleaning supplies, trash receptacles, recycling stations, and a full line of eco-product.

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

☒ Yes

☐ No

Partner with small business Re-seller alliance – 700 members team with to assist end users to meet diversity and social economical goals. Utilize contract to include small business meet goals.

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

☐ Yes

☒ No

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

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

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

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

- a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____

PRODUCTS/PRICING OFFERED:

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

Full line of office, classroom, and out-door furniture line restricted to product and some limited services (installation) on an as needed basis

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

☒ Yes

☐ No

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

15. Does pricing submitted include the required administrative fee?

☒ Yes

☐ No

16. Define your standard terms of payment

Net 30 Days After Receipt of Invoice

PERFORMANCE CAPABILITIES:

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

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

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

- ☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)
- | | | |
|---|---|--|
| ☐ American Samoa | ☐ Midway Islands | ☐ U.S. Virgin Islands |
| ☐ Federated States of Micronesia | ☐ Northern Mariana Islands | |
| ☐ Guam | ☐ Puerto Rico | |

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

Corporate Headquarters: 11 Harbor Park Drive
 Georgia Branch: 2505 Mill Center Pkwy., Buford, GA. 30518
 Nevada Branch: 2560 Anthem Village Dr. #160, Henderson, NV. 89052
 Wisconsin Branch: 11200 W. Parkland Drive, Ste. 100, Milwaukee, WI. 53224
 New Jersey Branch: 24 Applegate Dr., Robbinsville, NJ. 08691
 Remit to Address: 29833 Network Place, Chicago, IL 60673-1298
 Distribution Center: 8123 116th Street, Pleasant Prairie, Wisconsin 53158
 Distribution Center: 2119 North I-35 East, De Soto, Texas 75115
 Distribution Center: 3700 Bay Lake, Trail North Las Vegas, Nevada 89030
 Distribution Center: 2505 Mill Center Parkway, Buford, Georgia 30518
 Distribution Center: 24 Applegate Drive, Robbinsville Township, NJ 08691

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

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

20. Provide relevant information regarding your ordering process including your firm's on-line catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.

<http://www.globalindustrial.com>

21. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)
Planned purchasing and shipping around traditional manufacturing down times
(manufacturer's summer down time, inventories, etc.)
22. Provide fill rates and average delivery timeframes met by specific distribution center.
Meets industry standards
23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.). Customer Service 24 hours 7 days per week located in Georgia, Wisconsin, and the Dominican Republic.
24. Provide your safety record, safety rating, EMR and worker's compensation rate where available
25. Describe the capacity of your company to report monthly sales through this agreement.
Full line of ERP management reporting tools with complete real-time and continuous monthly sales reports generated upon request.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
Full line of ERP management reporting tools with complete real-time and continuous monthly reports generated upon request (sales, by product line, margins, etc.)

QUALIFICATION AND EXPERIENCE:

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

Executive Contact

Contact Person: Christopher Solomon

Title: Vice President, Government Sales

Company: Global Equipment Company Inc.

Address: 11 Harbor Park Drive

City: Port Washington State: NY Zip: 11050

Phone: (516) 608-7605 Fax: _____

Email: CSolomon@globalindustrial.com

Account Manager / Sales Lead

Contact Person: Sandra Collins

Title: Account Manager

Company: Global Equipment Company Inc.

Address: 2505 Mill Center Pkwy.

City: Buford State: GA. Zip: 30518

Phone: (978) 969-6736 Fax: _____

Email: SCollins@globalindustrial.com

Contract Management (if different than the Sales Lead)

Contact Person: Nikki Werra

Title: Contracts Manager

Company: Global Equipment Company Inc.

Address: 11200 W. Parkland Ave. Ste. 100

City: Milwaukee State: WI. Zip: 53224

Phone: (414) 302-7311 Fax: _____

Email: NWerra@globalindustrial.com

Billing & Reporting/Accounts Payable

Contact Person: Pam Angles

Title: Accounting Supervisor

Company: Global Equipment Company Inc.

Address: 2505 Mill Center Pkwy.

City: Buford State: GA. Zip: 30518

Phone: (678) 969-6592 Fax: _____

Email: PAngles@globalindustrial.com

Marketing

Contact Person: Klaus Werner

Title: Senior: Vice President, Chief Marketing Officer

Company: Systemax

Address: 11 Harbor Park Drive

City: Port Washington State: NY. Zip: 11050

Phone: (516) 608-3095 Fax: _____

Email: kwerner@systemax.com

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

Entity Name: Brevard Public Schools
 Contact Name and Title: Jill Harvell, Specialist
 City and State: 2700 Judge Fran Jamieson Way, Viera, FL. 32940
 Phone Number: 321-633-3660 X1408 harvell.jill@brevardschools.org
 Years Serviced
 Description of Services: Scope of work: Provide storage, shelving, furniture, and office products throughout the school district for afterschool programs
 Annual Volume

Entity Name: Cypress Fairbanks ISD
 Contact Name and Title: Thomas Draper, Buyer
 City and State: P.O. Box 592003, Houston, TX. 77269
 Phone Number: 281-807-8142 thomas.draper@cfisd.net
 Years Serviced
 Description of Services: Providing industrial furniture and office products
 Annual Volume

Entity Name: Collier County Public Schools
 Contact Name and Title: David Nara, Director of Purchasing
 City and State: 5775 Osceola Trail, Naples, FL. 34109
 Phone Number: 239-377-0047 narada@collierschool.com
 Years Serviced
 Description of Services: Providing furniture and laptop and Chromebook charging carts, both assembled and unassembled for key district projects
 Annual Volume

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

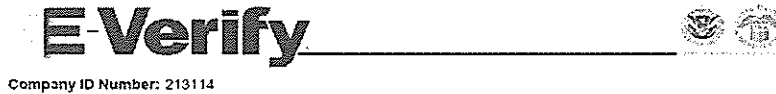
Cooperative/GPO Name	Contract Number	Expiration Date
Buy Board	577-18	November 17 th , 2022
1 Government Procurement Alliance Jan	19-01PV	November 4 th , 2023
1 Government Procurement Alliance Furniture	19-02PV-05	January 1 st , 2021
The Interlocal Purchasing System	190401	
The Interlocal Purchasing System	190101	
State of PA Dept. General Services	017-046	
IAESC Procurement (Indiana Education)		
GovPro.com		
NY State General Services	PC67464	
Tips Janitorial	200106	March 21st, 2023
Tips Furniture	200301	May 31st, 2023
Tips Safety	190101	March 31st, 2022

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

Tips - Whitley Allen	903-277-5531	whitley.allen@tips-usa.com
1GPA – Susan Macdonald	713-658-5886	smacdonald@1gpa.org
Buy Board – Steve Fisher	800-695-2919	steve.fisher@tasb.org

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

On request



Approved by:

Employer Systemax Inc.	
Name (Please Type or Print) Natasha R Ward	Title
Signature Electronically Signed	Date 05/13/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/13/2009

32. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
33. Felony Conviction Notice – Please check applicable box:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

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

VALUE ADD:

34. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:
- A co-branded press release within first 30 days
 - Announcement of award through any applicable social media sites
 - Direct mail campaigns
 - Co-branded collateral pieces
 - Advertisement of contract in regional or national publications
 - Participation in trade shows
 - Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - Equalis Group and Region 10 ESC Logo

- ii. Link to Equalis Group and Region 10 ESC website
- iii. Summary of contract and services offered
- iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

Options A-G of the marketing efforts is acceptable to Global and consistent with past cooperative contract practices.

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

Yes. Equalis logo marketing campaign submitted for approval

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

\$100,000 in year one

\$250,000-500,000 in year two

\$500,000-1,000,000 in year three

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

Provide monthly and/or quarterly contract sales reporting to verify, suggest quarterly over monthly payments, joint participation in public sector conferences and trade shows, joint marketing campaigns. IF Equalis rebates a portion of fees to customers could that be turned off to offer to Federal agencies?

Attachment B

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

Pricing on our website (www.globalindustrial.com) is fluid and changing due to market conditions and possible fluctuations in tariffs imposed by the government in the present and future. Our offer is valid for a percentage discount from our advertised website pricing, with the exclusion of products already reduced for promotional purposes or inventory reduction.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Please submit price lists and/or catalogs in excel or delimited format.

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

Core Price List

Respondents are encouraged to include all high-volume products/services within the scope of this RFP they deem are necessary to show a complete Core Price List.

All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC.

Other Pricing

- In addition to prices offered in the Core Price List, respondents shall provide a calculation for pricing on all other products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, delivery, tech support, training, and other services not already included in the Core Price list should be provided in this worksheet.

Not to Exceed Pricing

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

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

Other Discounts or Enhanced Pricing

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

Global Equipment Company Inc. requests that for purchases expected to exceed a value of \$5,000.00, the Region 10 ESC Member should contact their assigned Account Manager for pricing assistance. Volume discounts for single orders may be available dependent upon the product and quantity requested.

When requested pricing for assembly and/or installation will be quoted on a case by case basis once all the necessary details are received from the customer.

Other Restrictions and Fees

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

Shipping - Accessory Charges				
Accessory Description	Charge	Value	Divisor	Value Type
Additional Handling	☐	\$ 6.50	0.00	DOLLARS
C.O.D.s	☐	\$ 9.00	0.00	DOLLARS
Delivery Area Surcharge	☐	\$ 2.30	0.00	DOLLARS
Delivery Confirmation Response - Signature Required	☐	\$ 2.00	0.00	DOLLARS
Hazardous Materials Surcharge, Ground	☐	\$ 20.00	0.00	DOLLARS
Insured Value	☐	\$ 0.60	0.00	DOLLARS
Residential Differential	☐	\$ 2.20	0.00	DOLLARS
Saturday Charge Delivery	☐	\$ 12.50	0.00	DOLLARS
UPS Returns Plus: Call Tag	☐	\$ 7.00	0.00	DOLLARS
Call prior to delivery(24 hour notification)	☐	\$ 10.00	0.00	DOLLARS
Liftgate delivery (no dock)	☐	\$ 40.00	0.00	DOLLARS
Residential delivery	☐	\$ 35.00	0.00	DOLLARS
Inside delivery (threshold only)	☐	\$ 50.00	0.00	DOLLARS
Unyson Freight Quote Charge		\$ 10.00	0.00	POUNDS

Appendix C: CERTIFICATES

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

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

Appendix D: VALUE ADD

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

Outside of the items offered on our website or related to the products requested in this proposal, 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. Also, See **Other Restrictions and Fees** above – at nominal fee White glove, lift gate, basic installation, removal of debris

Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____

("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Technology Software, Equipment, Services and Related Solutions ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☒ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

See exceptions above

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** 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.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 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 become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** 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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)

	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

10% off current web list pricing. We are opting for a catalog discount for pricing, not a line item discount. Opportunities greater than \$5,000 will be evaluated individually for volume discount pricing

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group. See proposal exceptions above

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **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.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American

Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement. Suggest to strike See Exceptions above

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor 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. Vendor 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.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 Maintenance Facilities and Support: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 Franchise Tax: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 Marketing: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 Subcontracts/Sub Contractors: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 Legal Obligations: It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

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

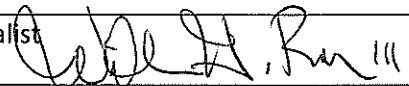
13.10 Venue: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name	Global Equipment Company Inc.
Address	11 Harbor Park Drive
City/State/Zip	Port Washington, NY. 11050
Telephone No.	516-608-7000
Fax No.	800-336-1331
Email address	wrose@globalindustrial.com
Printed name	William H. Rose, III
Position with company	Bid Specialist 
Authorized signature	*Signature/submission subject to exceptions found herein.

Term of contract September 1, 2020 to August 31, 2023

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



Region 10 ESC Authorized Agent

10/5/20

Date

Rickey Williams

Print Name

Equalis Group Contract Number EQ-052920-01E

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

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

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

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

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

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

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

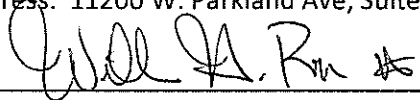
DOC #1 CLEAN AIR AND WATER ACT

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

Potential Vendor: Global Equipment Company Inc.

Title of Authorized Representative: William H. Rose, III

Mailing Address: 11200 W. Parkland Ave, Suite #100, Milwaukee, WI. 53224

Signature:  #

DOC #2 DEBARMENT NOTICE

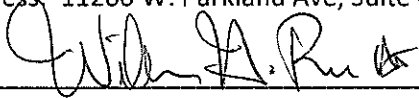
I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Global Equipment Company Inc.

Title of Authorized Representative: William H. Rose, III

Mailing Address: 11200 W. Parkland Ave, Suite #100, Milwaukee, WI. 53224

Signature: _____

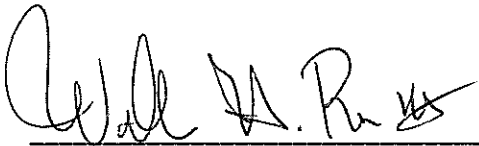
A handwritten signature in black ink, appearing to read "William H. Rose, III", is written over a horizontal line.

DOC #3 LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

07/07/2020

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Criminal Background Checks

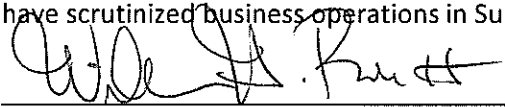
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

07/07/2020

Date

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

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

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

VENDOR: Global Equipment Company Inc.

ADDRESS: 11 Harbor Park Drive

Port Washington, NY, 11050

PHONE: 888-978-7759

FAX _____

RESPONDANT



Signature

William H. Rose, III

Printed Name

Bid Specialist

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

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

DOC #8 TERRORIST STATE CERTIFICATION

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

DOC #9 RESIDENT CERTIFICATION:

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

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

Texas or Non-Texas Resident

☐ I certify that my company is a "**resident Bidder**"

☒ I certify that my company qualifies as a "**nonresident Bidder**"

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

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

Company Name: **Global Equipment Company Inc.**

Address: 11 Harbor Park Drive

City: Port Washington

State: NY

Zip: 11050

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree? WHRIII
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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

Does vendor agree? WHRIII
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? WHRIII
(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? WHRIII
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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

Does vendor agree? WHRIII
(Initials of Authorized Representative)

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

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? WHRHH
(Initials of Authorized Representative)

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

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

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

Does vendor agree? WHRHH
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (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.

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

Does vendor agree? WHRHH
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? WHRHH
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? WHR III
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

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

Does vendor agree? WHR III
(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? WHR III
(Initials of Authorized Representative)

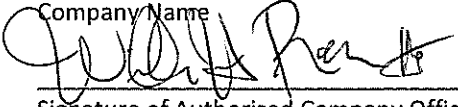
13. Applicability to Subcontractors

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

Does vendor agree? WHR III
(Initials of Authorized Representative)

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

Global Equipment Company Inc.

Company Name


Signature of Authorized Company Official

William H. Rose, III
Printed Name

Bid Specialist
Title

07/07/2020
Date

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

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

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

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

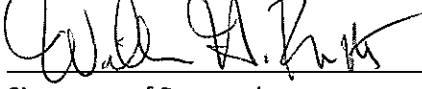
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition,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

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

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

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

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



Signature of Respondent

07/07/2020

Date

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

Company Name: Global Equipment Company Inc.

Street: 11 Harbor Park Drive

City, State, Zip Code: Port Washington, NY. 11050

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature and Title

07/07/2020
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

Company Name: _____
Street: _____
City, State, Zip Code: _____

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

Authorized Signature and Title

Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

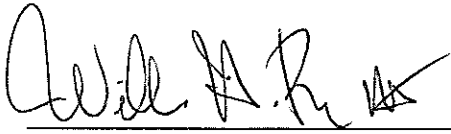
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

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

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

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

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



Signature of Procurement Agent

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 (www.nj.gov/dca/lgs/lfnmenu.shtml).

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 www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Global Equipment Company Inc.		
Address:	11 Harbor Park Drive		
City:	Port Washington	State: NY	Zip: 11050

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

_____ Signature	_____ Printed Name	_____ Title
--------------------	-----------------------	----------------

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page | 63

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☒ Corporation

☐ Limited Liability

☐ Subchapter S

Corporation

Corporation

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

Stockholders:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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



DATE 07/07/2020

Education Service Center, Region 10
Attn: Ms. Sue Hayes
400 E. Spring Valley Road
Richardson, TX. 75081

RE: EQ-052920-01 Furniture and Storage, related products and services

To Whom It May Concern:

Please accept this letter as a request for exceptions from Global Equipment Company Inc. dba Global Industrial for the above referenced bid.

RFP EQ-052920-01 for Furniture Storage Solutions

Open Records Policy. Discounts and pricing provided by Global Industrial are confidential and proprietary. See price list.

B. Scope. Strike Services section. Global Industrial does not offer services.

XVI. Strike "and which guarantees that if the Respondent should fail..." through to end of clause.

Award Process

XXII.

2. Pricing for all available products and services. Strike in its entirety and replace with the following language: 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.

6. Delivery is freight pre-paid, FOB Destination. Strike and replace with the following: 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). See price list for schedule of special service pricing.

Appendix B: Pricing (page 20)

- Price List: 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.
- Global Industrial requests that for purchases expected to exceed a value of \$5,000.00, the AGENCY contact their assigned Account Manager for pricing assistance. Volume discounts for single orders may be available dependent upon the product and quantity requested.

Appendix E: Vendor Contract and Signature Form (page 22)

1.4 Customer Support. Strike "one (1)" and replace with "three (3)."

Article 3: Representations and Covenants. Strike "Respondent's Promise" in its entirety.

5.3 Delivery/Service Failures. Strike last sentence of clause.

7.1 Delivery. Global Industrial will make a good faith effort to ship products within 7 business days. However, factors such as product origin, quantity requested, and availability and production times may factor into shipping and delivery times. Please contact your assigned Account Manager for specific information regarding lead times.

7.2 Inspection & Acceptance. Append to end of clause: Any rejection for nonconformance must be made within five (5) business days of delivery or goods shall be deemed accepted.

7.5 Shipping Charges. Stricken in its entirety. Replace with the following language: Strike and replace with the following: 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).

8.1 Payments. Strike "after satisfactory performance..." through to end of clause. Replace with "Net 30 days from the date of invoice."

9.2 Price Increase. Strike in its entirety and replace with the following language: 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.

9.3 Additional Charges. Strike and replace with the following: 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).

9.4 Price Reduction and Adjustment. Strike last sentence of clause.

9.7 Price Calculation. 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 and government tariffs. Any discount offered within this proposal shall remain the same for the life of the contract. Products that Global Industrial has deemed essential to COVID-19, or are 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.

11.6 Warranty Conditions. Strike in its entirety and replace with standard language.

11.7 NOTE REGARDING BUY AMERICAN ACT: Should any contract or offer to purchase be federally funded AND greater than the current micro-purchase acquisition threshold, Global Industrial requests to be notified prior to any such purchase as some of the products quoted may be of foreign origin. However, all products quoted are considered commercial-off-the-shelf items, as defined in FAR 2.101, are used by the general public or by non-governmental entities for purposes other than governmental purposes, and have been sold to the general public, or have been offered for sale to the general public. The products described are sold in substantial quantities in the commercial marketplace, and offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; further, the products are not bulk cargo, as defined in 46 U.S.C. 40102(4).

13.1 Funding Out Clause. Any invoices issued up to and including the date of termination for lack of appropriation funds shall be due and payable Net 30 days from the date therefrom.

13.3 Indemnity. Strike in its entirety and replace with the following language: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees, and agents against all third-party claims, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency. Vendor shall have the right to control the defense, prosecution, and/or settlement of any matter for which indemnification is claimed hereunder with reasonable counsel of its choosing, provided that no settlement will be entered into that would impose any obligation on Region 10 ESC or Equalis Group without Region 10 ESC or Equalis Group's prior written consent. Vendor's assumption of such control shall constitute acceptance of the Region 10 ESC or Equalis Group's indemnity claim. Notwithstanding the foregoing, this indemnity shall not apply to any consequential, indirect, incidental, special, punitive, loss of profit, or lost opportunity damages.

Should you have any questions regarding our proposal, please let me know.

Regards,

William Rose

Bid Specialist



11200 W. Parkland Avenue, Suite 100, Milwaukee, Wisconsin 53224

Phone: +1 (414) 214-3336

Email: WRose@globalindustrial.com

Web: <https://www.globalindustrial.com>

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing

ATTACHMENT C: State Notice

Website: www.globalindustrial.com

Link: [Furniture & Office](#)

Product Categories:

Furniture & Office –

Accessories & Furnishings

- Artificial Plants, Trees & Flowers
- Cord Covers
- Desk Accessories
- Desk Lamps & Magnifiers
- Flags & Accessories
- Footrest
- Suggestion Boxes

Audio Visual Carts

- Audio Visual Carts
- Flat Screen & Plasma
- Instrument Carts

Audio Visual Equipment

- Digital Equipment
- Headphones & Listening Centers
- Interactive Whiteboards
- PA Systems
- Projector Screens
- Projectors & Accessories
- Telephones

Audio Visual Mounts

- Flat Panel Ceiling Mounts
- Flat Panel Desktop Stands & Arms
- Flat Panel Floor Stands
- Flat Panel Wall Mount-Flat/Tilting
- Flat Panel Wall Mount-Swivel/Articulating
- Projector Mounts
- Speaker/Camera Mounts
- Tablet Mounts
- Tube TV/CRT Mounts

Auditorium Equipment

- Lecterns
- Lecterns with Sound Options
- Stages & Risers

Bedroom Furniture

- Bedroom Storage Benches
- Chests, Drawers & Armoires
- Headboards
- Nightstands
- Bookcase Headboards
- Storage Beds
- Platform Beds
- Platform Storage Beds
- Bed Bases & Frames
- Memory Foam Mattresses
- Non-Skid Rubber Feet
- Anti-Skid Feet

Benches & Picnic Tables

- Benches – Aluminum
- Benches – Concrete
- Benches – Plastic/Recycled Plastic
- Benches – Steel
- Benches – Wood
- Picnic Tables – Aluminum
- Picnic Tables – Concrete
- Picnic Tables – Plastic/Recycled Plastic
- Picnic Tables – Steel
- Picnic Tables – Wood
- Umbrellas & Bases

Binding Machines, Cutters & Laminators

- Binding Machines
- Cutters & Trimmers
- Laminators
- Mailroom Equipment & Machines

Blue Print Equipment

- Blue Print Storage
- Drafting Tables

Bookcases & Displays

- Bookcases
- Display Cases
- Display Panels
- Literature Organizers
- Medical Chart & File Holders

Cabinets

- Bin Storage
- Card
- Combination
- Compartment
- Drawer
- Electronic Lock
- Flammable Storage
- Heavy Duty
- Janitorial
- Key
- Medical
- Mobile
- Modular Drawer
- Plastic
- See Thru Door
- Shelves & Accessories
- Spill Containment
- Stainless Steel
- Storage
- Ventilated Cabinets
- Wall Mount & Counter Height
- Wardrobe
- Wood
- Workshop

Chair & Table Carts

- Folding Chair & Table Carts
- Stacking Chair Carts
- Table Movers

Chairs

- Bariatric
- Big & Tall
- Booster Seats & High Chairs
- Chair Mats
- Church Chairs
- Classroom
- Collaborative Seating
- Cushions & Accessories
- Fabric Upholstered
- Folding Chairs
- Leather Upholstered
- Mesh

- Patient Room
- Plastic Seat & Back
- Polyurethane
- Reception & Guest
- Recliner
- Restaurant Chairs
- Stackable
- Vinyl Upholstered
- Wood

Clocks & Time Clocks

- Clocks
- Time & Attendance Clocks

Coat & Luggage Racks

- Coat Racks-Freestanding
- Coat Racks-Wall Mount
- Hangers
- Luggage Racks
- Umbrella Stands & Holders

Computer Furniture

- Cell Phone Accessories
- Computer & Laptop Accessories
- Computer Cabinets
- Computer Desks & Workstations
- Computer Monitor Accessories
- LAN Stations
- Laptop Charging Carts & Cabinets
- Laptop Security Carts & Cabinets
- Mobile Computer Carts
- Network Cabinets & Server Racks
- Network Rack Accessories
- Orbit Computer Workstations
- Printer Stands
- Tablet Accessories

Correctional Facility Furniture

- Bedding
- Mirrors & Accessories
- Storage & Shelving
- Tables

Desks

- Adjustable Standing Desks
- Collaboration Desks
- Fold-Away Wall Desks

- Office Collections
- School Desks
- Steel Desks
- Traditional Wood Desks

Entertainment Furniture

- Game Room Furniture
- Multimedia Storage
- Projector Screens
- TV Consoles & Tables
- TV Mounts
- Wine Display Racks

Exercise Equipment

- Training Equipment
- Gym Equipment Racks and Storage
- Exercise and Yoga Mats
- Rehabilitation and Physical Therapy Equipment

File Cabinets

- Blue Print
- Fireproof
- High Capacity
- Lateral
- Media
- Rotary
- Vertical

Healthcare Furniture

- Antimicrobial Seating
- Room Dividers

Lecterns

- Lecterns
- Lecterns with Sound Options

Lockers

- ADA
- Basket Rack
- Benches
- Bike, Scooter & Skateboard
- Boltless
- Cell Phone
- Digital
- Extra Wide
- Garment, Uniform
- Global Lockers
- Hollowell

- Heavy Duty
- Lockers Locks
- Lyon
- Modular
- Penco
- Plastic
- School & Office
- Stadium & Gear
- Tennsco
- Ventilated
- Visible
- Wood & Plastic Laminate

Mailroom Furniture

- Mailboxes-Mail & Parcel Drop
- Mailboxes-Cluster Box Units
- Mailboxes-Commercial Column Pedestal
- Mailboxes-Commercial Mail Center
- Mailboxes-Commercial Wall Mounted 4B
- Mailboxes-Commercial Wall Mounted 4C
- Mailboxes-Interoffice
- Mailboxes-Residential Post Mounted
- Mailboxes-Residential Wall Mounted
- Mailroom-Carts
- Mailroom-Equipment
- Mailroom-Totes & Trays

Mats & Runners

- Accessories
- Anti-Fatigue
- Anti-Static
- Carpet Tiles & Adhesives
- Chair
- Decorative Area Rugs
- Drainage & Kitchen
- Entrance & Floor
- Entrance Flooring
- Floor & Window Protection
- Gym & Exercise
- Heated, Snow Melting
- Kneeling
- Logo
- Playground Tile

- Runners
- Safety
- Stair Treads & Tiles
- Vinyl Tiles & Adhesives
- Wall Base Flooring Systems

Office Décor

- Artificial Plants, Trees & Flowers
- Artwork and Wall Décor
- Flags
- Frames & Plaques
- Lighting
- Mirrors
- Modular Storage

Office Partitions & Room Dividers

- Office Partition Panels
- Panel Accessories
- Portable Room Dividers
- Privacy Pods & Phone Booth Offices

Outdoor Furniture & Equipment

- Benches
- Bike Parking & Storage
- Bleachers
- Chaises, Loungers & Daybeds
- Composters
- Deck Boxes
- Dog Park Equipment
- Drinking Fountains
- Fire Pits
- Firewood Racks
- Flags & Accessories
- Grills & Fire Rings
- Outdoor Chairs
- Outdoor Décor
- Outdoor Fence
- Outdoor Fitness Equipment
- Outdoor Lighting
- Outdoor Message Boards & Signs
- Outdoor Tables
- Patio Furniture & Sets
- Patio Heaters
- Picnic Supplies
- Picnic Tables

- Planters
- Playground Equipment
- Playground Tile
- Umbrellas & Bases

Reception Furniture

- Children Waiting Room Area
- Reception Décor
- Reception Desks
- Reception Seating
- Reception Tables

Salon & Spa Equipment

- Mats
- Pedicure Spa Chairs
- Salon Chairs
- Salon Equipment & Storage
- Salon Pedicure Carts
- Salon Tables & Desks
- Shampoo Stations

School Furniture

- Activity Tables
- Administrative Office
- Art & Technical
- Bleachers
- Bulletin & Marker Boards
- Classroom Chairs
- Folding Chairs
- Folding Tables
- Gymnasium & Sports Equipment
- Library Furniture
- Lunchroom Furniture
- Microscopes & Telescopes
- Music Room
- Outdoor Furniture, Equipment & Accessories
- Playground Equipment
- Preschool Cubbies
- Preschool Furniture
- Preschool Lockers
- Room Dividers & Partitions
- School Desks
- Science & Laboratory
- Stackable Chairs
- Stages & Risers

- Teacher's Lounge
- Training Room
- Wheelchair Accessible/ADA

School Supplies

- Arts & Crafts Supplies
- Basic Supplies
- Books
- Classroom Boards
- Classroom Supplies & Décor
- Drawing & Painting Supplies
- Paper
- STEM Supplies
- Teacher Resources & Supplies

Stools

- Big & Tall
- Chair Mats
- Fabric Upholstered
- Leather Upholstered
- Mesh
- Plastic
- Polyurethane
- Restaurant & Bar Stools
- Sit-Stand & Perch Stools
- Steel & Wood
- Vinyl Upholstered

Tables

- Activity Tables
- Adjustable Standing Tables
- All Purpose Tables
- Cafeteria Tables
- Collaboration Tables
- Conference Tables
- Drafting Tables
- Folding Tables
- Library Tables
- Picnic Tables
- Reception Tables
- Restaurant | Breakroom Tables
- School Tables
- Training Tables
- Wheelchair Accessible/ADA Tables

Whiteboards & Bulletin Boards

- Bulletin Bars
- Bulletin Boards
- Chalkboards
- Combination Boards & Cabinets
- Easels
- Easy Tack
- Indoor Enclosed Bulletin Boards
- Letter Boards
- Mobile Whiteboards
- Outdoor Boards
- Reader Boards
- Signs
- Whiteboard & Bulletin Board Supplies
- Whiteboards

Manufacturer's Authorization Letters



3M General Offices
3M Center, Building 0225-04-S-25
St. Paul, MN 55144-1000
651 733 1110

September 4, 2018

To whom it may concern

This letter confirms that, as of the date written above, 3M Company acting through its Industrial and Safety Markets Center (ISMC) has authorized [Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050] to resell products sold to it by the ISMC within the continental United States.

John Frank
Marketing Manager
Industrial and Safety Markets Center

August 30, 2018

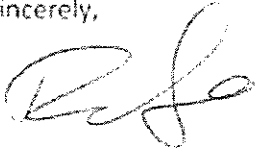
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

ADATA U.S.A. CO., LTD. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Name: ROBERT HO
Title: MANAGER



1210008 8/31/2018
Akro-Mils 4/1/18
510 251 1457
Fax: 510 711 8348
AKRO-MILS.COM

August 31, 2018

This letter confirms that Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global for many years.

Global Equipment Company Inc. is authorized to submit quotations of Akro-Mils products. All Akro-Mils warranties in regards to our products apply as stated on our standard terms and conditions.

Regards,



Tom Colimac
N.E. Regional Sales Manager



August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

ALB Plus hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,


Mark Bailey

Director of Sales

www.ALBplus.ca

6265 Notre Dame East, Montreal, QC, H1N 2E9

Toll Free: 1-833-593-4548 / Tel: 514-593-4548 / Cell: 514-998-1856 / Fax: 514-728-4982



Corporate HQ & Manufacturing
3685 Commerce Ave., Tampa, FL 33611
P: 800 749 2254 F: 813 285 2254
Showroom
4930 S. Cleveland Ave. #1025, Austin, TX 78745
P: 800 749 2254

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

MooreCo Inc. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line (with the exception of the Vanerum North America product line) in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, (with the exception of the Vanerum North America product line) on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any other sales or product lines of MooreCo Inc.

Sincerely,

Name: Daniel C. Sheard
Title: National Account Manager

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

_____Bestar Inc_____ hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

Name: Eric Lavallee
Title: Account Manager

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Bevco Precision Mfg. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sylvia Williams', with a long horizontal line extending to the right.

Sylvia Williams
Vice President, Sales & Marketing
Bevco Precision Manufacturing

August 30, 2018

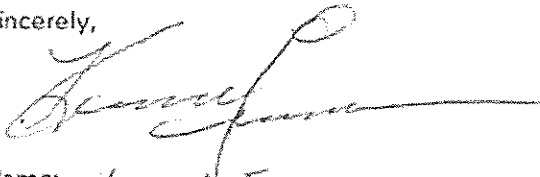
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Boss Office Products hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Name: Howard Friedman

Title: V.P. Sales Boss Office Products
8/30/18

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Bush Industries, Inc, hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Monaco". The signature is fluid and cursive, with the first name "Amy" being more prominent than the last name "Monaco".

Name: Amy Monaco

Title: Inside Sales Manager

CORRELL, INC.

P. O. Box 417, 300 S. Hancock St., Charleston, AR 72933
Ph: (501) 965-2247, (800) 654-8583, FAX: (501) 965-7069

August 30, 2018

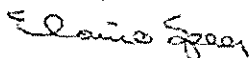
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

_CORRELL, INC._____ hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Elouise Speer
Mgr. Customer Service & Dist.

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

DC Tech, Inc. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink that reads "Buddy W. Mitchum". The signature is written in a cursive, flowing style.

Name: Buddy W. Mitchum

Title: President

August 30, 2018

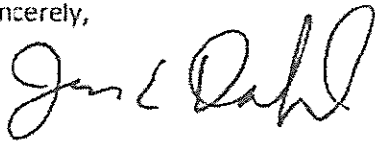
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

E Com Seating hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Name: James E. Dahl

Title:

VP Sales, Marketing and Distribution

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Edsal Manufacturing Co., LLC hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Henry', with a stylized flourish at the end.

Name: Scott Henry

Title: Director, Sales & Marketing

September 12, 2019

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

___FireKing International aka "FireKing" at 900 Park place in New Albany, IN hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

Name: Darren Tandy

Title: Regional Sales Manager

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Flash Furniture hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

Name:

Title:

Doug Gunderson
VP of Sales

August 30, 2018

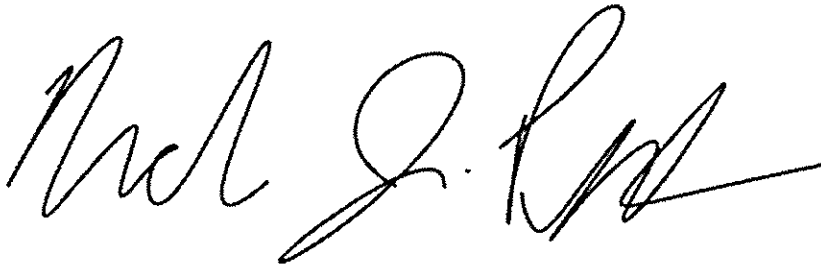
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

_____Jayhawk Plastics Inc. / Frog Furnishings_____ hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick J. Paradise". The signature is fluid and cursive, with a long horizontal stroke at the end.

Name: Nick J. Paradise

Title: Vice President

August 20, 2018

DISTRIBUTOR AUTHORIZATION

1 Government Procurement Alliance
1910 W. Washington St.
Phoenix, AZ 85009

In Re: Global Equipment Company Inc.

To Whom It May Concern:

Global Industrial and Interion are Private Label Brands offered by Global Equipment Company Inc., principal place of business at 11 Harbor Park Dr., Port Washington, NY, 11050, as a distributor of our entire product line in the United States of America, for an awarded contract by IGPA and/or Paradise Valley USD.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for all of our products, on our behalf, and that all of our manufacturer warranties shall apply. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,


Name *Mark Deibel*
Title *V.P. Product Management*

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

List-Hallowell dba "Hallowell" hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

All warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Name: Rusty Devine

Title: VP of National Accounts

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Hirsh Industries hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Name: Dave Jensen

Title: Vice President

August 20, 2018

DISTRIBUTOR AUTHORIZATION

1 Government Procurement Alliance
1910 W. Washington St.
Phoenix, AZ 85009

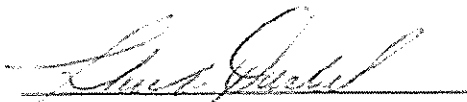
In Re: Global Equipment Company Inc.

To Whom It May Concern:

Global Industrial and Interior are Private Label Brands offered by Global Equipment Company Inc., principal place of business at 11 Harbor Park Dr., Port Washington, NY, 11050, as a distributor of our entire product line in the United States of America, for an awarded contract by IGPA and/or Paradise Valley USD.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for all of our products, on our behalf, and that all of our manufacturer warranties shall apply. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,


Name Mark Decker
Title V.P. Product Management

August 30, 2018

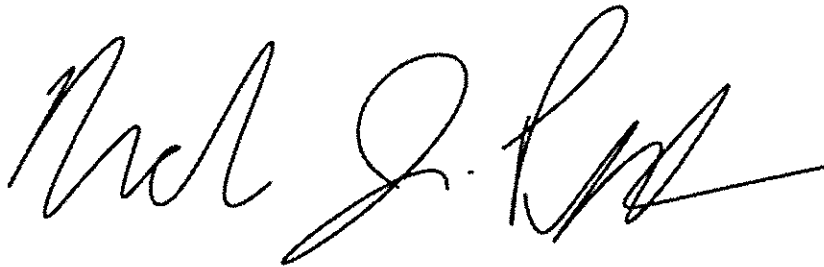
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

_____Jayhawk Plastics Inc. / Frog Furnishings_____ hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick J. Paradise". The signature is fluid and cursive, with a long horizontal stroke at the end.

Name: Nick J. Paradise

Title: Vice President



P.O Box 3622 * 1533 Bank Street * Louisville, Kentucky 40201-3622* (502) 585-4464* Facsimile (502) 585-4676

August 30, 2018

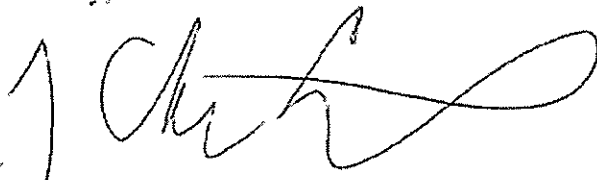
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

KFI Furniture LLC. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



J Chris Smith
CEO

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

LAB DESIGN hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Name: JONATHAN LYONS
Title: VICE PRESIDENT

August 30, 2018

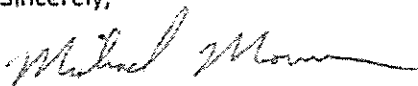
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Lifetime Products Inc. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations containing our product. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products.

Sincerely,



Name: Michael Mower
Title: Sales Manager

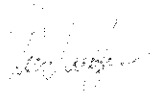
September 4, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Global Equipment Company Inc., principal place of business at **11 Harbor Park Drive, Port Washington, NY 11050** is a distributor in good standing and is authorized to submit quotations for the Vidmar & Lista products.

Signed:



Name: Tim Vaughan

Title: Director of Sales

September 12, 2019

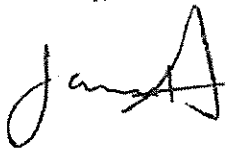
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Luxor hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship in the future.

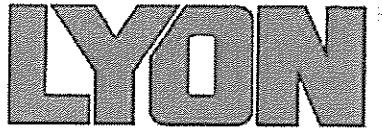
Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet A.", with a stylized flourish at the end.

Name: Janet Aguilar

Title: Industry Specialist



PO Box 671
Aurora, IL 60507-0671
ph 630-892-8941
fx 630-892-8966

September 5, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

LYON, LLC hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as a distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents can be found at www.lyonworkspace.com. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "John Altstadt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Name: John Altstadt

Title: President Lyon Group Holdings

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Martin Furniture hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our published price list in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for our published price list, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines on the published price list.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Martin", written over a horizontal line.

Name: Dustin Martin

Title: Sales & Marketing

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

___National Public Seating___ hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit questions of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to BuyBoard Cooperative Purchasing and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

Name: Jay Leiser

Title: Senior Relationship manager



August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

OFM, LLC hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Zalcberg", with a stylized flourish at the end.

Name: Blake Zalcberg

Title: President

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Regency Seating, Inc. hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,



Aaron Summerville
Vice-President / CFO
Regency Seating, Inc.

August 30, 2018

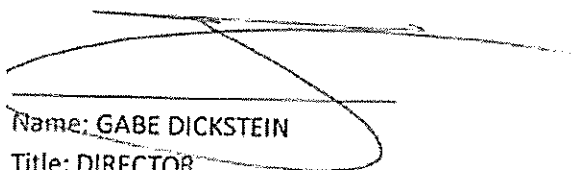
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

RTA PRODUCTS, LLC hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabe Dickstein", is written over a horizontal line. The signature is fluid and cursive.

Name: GABE DICKSTEIN

Title: DIRECTOR

RTA PRODUCTS, LLC

August 30, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

___Rubbermaid Commercial Products, MAPA and Quickie_____ hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Yates", written in a cursive style.

Name: Patrick Yates

Title: National Account Manager



September 17, 2019

RE: Letter of Authorization

To Whom It May Concern:

Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all documents will be included with the products.
Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Taufen", written over a horizontal line.

Matt Taufen
Director of Sales
Safco Products
800-328-3020



August 31, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Seville Classics Inc.
19401 S. Harborage Way
Torrance, CA 90501-1322

Tel: (310) 533-3800
Fax: (310) 533-3899

Seville Classics hereby authorizes Global Equipment Company Inc., principal place of business at 19401 S. Harborage Way, Torrance CA 90501, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink that reads "Bill Kahale" followed by a long horizontal line.

Bill Kahale
Sales Director

August 31, 2018

DISTRIBUTOR AUTHORIZATION

To whom this may concern:

S.P. Richards hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America, with the exception of products from manufacturers that require additional authorization. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any authorized product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or authorized product lines.

Sincerely,

A handwritten signature in black ink, appearing to be 'Mark Gangler', written over a horizontal line.

Name: Mark Gangler

Title: Business Development Manager

August 10, 2018

DISTRIBUTOR AUTHORIZATION

1 Government Procurement Alliance
1910 W. Washington St.
Phoenix, AZ 85009

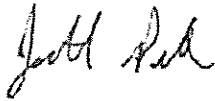
In Re: Global Equipment Company Inc.

To Whom It May Concern:

Tennsco, LLC hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Dr., Port Washington, NY, 11050, as a distributor of all open product lines in the United States of America, excluding Estey Library Shelving, for an awarded contract by IGPA and/or Paradise Valley USD.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for all open line products, on our behalf, and that all of our manufacturer warranties shall apply. .

Sincerely,



Jarrett Proctor
Industrial Sales Manager
Tennsco, LLC

August 30, 2018

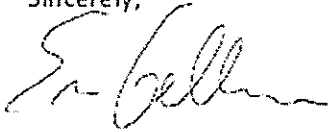
DISTRIBUTOR AUTHORIZATION

To whom this may concern:

The Raynor Group dba Eurotech hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with them in the future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Gellman", written over a horizontal line.

Name: Eric Gellman

Title: VP of Sales



September 16, 2019

Re: DISTRIBUTOR AUTHORIZATION

To whom this may concern:

Whitney Brothers® hereby authorizes Global Equipment Company Inc., principal place of business at 11 Harbor Park Drive, Port Washington, NY 11050, as distributor of our entire product line in the United States of America. We have sold through Global in the past and are comfortable in continuing our relationship with their organization into the foreseeable future.

Global Equipment Company Inc. is authorized to submit quotations of any kind, for any product, on our behalf. Further, all warranties from the manufacturer are assigned to the purchaser and all such documents will be included with the products. Global Equipment Company Inc. is not restricted in any sales or product lines.

If you have any questions or need additional information, I welcome your contact at any time.

My thanks for your attention and consideration.



Brian Vaillancourt
VP Sales & Marketing

603.352.2610 x112
brianv@whitneybros.com
93 Railroad St., Keene NH 03431
www.whitneybros.com

