



**REQUEST FOR PROPOSAL #R10-1160 FOR:
Maintenance, Repair and Operations**

October 13, 2023

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

Agreed upon Revision to the Exceptions

On December 15, 2023, Region 10 and Global Equipment Company agreed to the below revision to the exceptions submitted to the terms and conditions of the contract. All other exceptions were accepted by Region 10.

Standard shipping and handling charges will be reflected on all quotes, orders, and invoices as prepay and add, FOB Origin. Standard LTL shipments shall be dock to dock. Standard parcel shipments shall be dock to door. **Standard shipping and handling charges will not exceed 25% of the extended total price of goods, and such charges will be visible at the time of quote and/or order placement. Additionally, at various times throughout the year, Global Industrial offers flat rate parcel shipping and/or free shipping on select products. Customers' accounts default to the best rate automatically.** 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). **These additional fees will be presented at the time of quote and must be approved by the customer prior to order placement.**

PROPOSAL FORM 20: GENERAL TERMS AND 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.)

X 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.)

Region 10 Education Service Center
C/O Equalis Group
Attn: Clint Pechacek
400 E. Spring Valley Road
Richardson, TX. 75081

RE: RFP # R10-1160 Maintenance, Repair and Operations

Global Equipment Company Inc., dba Global Industrial, submits this proposal in reference to the abovementioned RFP, subject to the exceptions and/or qualifications stated below.

3-RFP R10-1160 MRO (Region 10 - Section 1)

6.2. Price value and coverage: Global Industrial represents and warrants that the pricing being offered in this proposal is market competitive. No further representations or warranties are made with respect to pricing.

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

6.4 All products and services: Strike "...installation, tech support, training and other services must be priced."

6.5 Not to Exceed Pricing: See 6.2. Price value and coverage: above.

4-RFP R10-1160 MRO (Region 10 - Section 3)

Section Three: Part A – vendor Contract and General Terms and Conditions

1.1 Indemnifications: To the maximum extent permitted by law, Global Industrial shall not be liable to Buyer or any third party under this proposal or any resulting contract for any indirect, special, incidental, punitive or consequential damages (including, without

limitation, loss of use, loss of data, loss of business or loss of profits), regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability or any other theory of law. The maximum liability of Global Industrial arising out of or related to this proposal or contract, regardless of the form of action, is limited to the amount paid to Global Industrial for the products giving rise to such liability. In the event of any issue with a product that Buyer has purchased through Global Industrial, Buyer agrees that its sole remedy, if any, is from the manufacturer of such product, in accordance with such manufacturer's warranty, or to seek a return and refund for such product in accordance with Global Industrial's return policy.

3.3 Vendor's Promise: See 6.2. Price value and coverage: above.

5.1 Cancellation for Cause: Any invoices issued up to and including the date of termination for any reason shall be paid in accordance with the agreed upon payment terms. Any items identified as non-cancellable and/or non-returnable cannot be cancelled and/or returned, as applicable.

5.2.i. Delivery/Service Failures: Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.

5.4 Cancellation for Convenience: See 2 Termination for Cause or Convenience: above.

7.1 Delivery: Global Industrial will make a good faith effort to deliver products within the requested timeframe. However, factors such as product origin, quantity requested, and availability and production times may influence the delivery times. Please contact your assigned Account Manager for specific information regarding lead times.

7.2 Inspection & Acceptance: See 5.2.i. Delivery/Service Failures: above.

7.3 Responsibility for supplies tendered: Title to products and risk of loss passes from Global Industrial to Buyer upon delivery.

7.5 Additional charges FOB: Standard shipping and handling charges will be reflected on all quotes, orders, and invoices as prepay and add, FOB Origin, unless otherwise indicated. Standard LTL shipments shall be dock to dock. Standard small package shipments shall be dock to door. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24-hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).

8.1 Payments: Payment terms shall be net 30 days from the date of invoice. Global Industrial does not permit the set off of any payments under any circumstances.

9.2 Price Increase: See 6.3 Auditable pricing – Percentage Discount: above.

9.3 Additional charges: See 7.5 Additional charges FOB: above.

11.6 Warranty Conditions: All warranties from the original manufacturers are hereby irrevocably assigned to Buyer and all documents evidencing the same will be included with the items. Global Industrial will assist Buyer in maintaining continuity of such warranties and shall take all reasonable steps to assist Buyer in asserting and processing warranty claims directly with the manufacturers. Global Industrial makes no warranties, express or implied, and disclaims all other warranties, including without limitation implied warranties of merchantability, fitness for a particular purpose and conformity to models or samples.

11.7 Buy American Requirement: Government customers are advised that compliance with the Buy American Act, Free Trade Agreements Act, Trade Agreements Act, or the like, is not guaranteed by Global Industrial. Country of origin information can change, and what is displayed on our website or in the catalog may not be accurate or consistent with manufacturer information at the time of order or shipment. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information. 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).

11.8 Domestic Preference: See 12. Domestic Preference: above.

12.1 Cleanup: Strike in its entirety.

12.2 Site Preparation: Strike in its entirety.

12.7 Maintenance Facilities and Support: Strike in its entirety.

13.1 Funding Out Clause: Global Industrial request Buyer not place any orders if funds have not been appropriated therefor.

13.3 Indemnity: See 15. Limitation of Liability: above.

Section 3. Terms and Conditions

Indemnification: See 15. Limitation of Liability: above.

Term & Termination: See 2 Termination for Cause or Convenience: above.

- Installation is not included in the price for any products. If requested, installation can be added as a separate line item on a case-by-case basis.
- Products that are delivered as “assembled” are indicated on our website within the product specifications. Products that are not assembled will not include assembly in the pricing unless otherwise indicated.
- Neither party shall be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability or delays in procuring or shipping product or obtaining permits and licenses, inability in procuring supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of such party in the conduct of its business.
- Returns If Customer is not satisfied with a product, please contact Global Industrial within 30 days of receipt. A refund, excluding freight charges, may be arranged after inspection. Returned merchandise must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Returned merchandise is also subject to a 15% restocking fee. Global Industrial inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Customer’s only obligation is the freight charge and stocking fee, where applicable, provided the return is complete with original packaging, all documentation, warranty cards, cables etc. Shipping and handling charges are non-refundable for all returns. Customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. Certain Products are Non-Returnable and/or Non-Cancelable. Once an order for custom-cut, customer built, or special-order items (such as matting, slings, cranes, prefab offices, buildings, mezzanines, assembled lockers and regularly stocked items such as generators, pressure washers, water and trash pumps, snow throwers, radio headsets, striping paint, line stripers, floor care machines, vacuums, custom fabric chairs, or forklifts) is placed, it is considered non-cancelable. Any custom-cut, customer built, or special-order items purchased are also non-returnable.

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

Regards,

Nikki Werra
Sr. Manager, Sales Contracts & Compliance

We can supply that.

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

Phone: +1 (414) 302-7311

Mobile: +1 (414) 469-2911

Email: NWerra@globalindustrial.com

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

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of January 1, 2024, by and between _____ Global Equipment Company Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“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 Public 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.

1. 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 Public 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.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **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 two (2) 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.
- 2.2 **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.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **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.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor 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:

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

4.7 **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.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation 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.

5.2 **Delivery/Service failures:** 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. 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.

5.3 **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

- 5.4 **Cancellation for convenience:** 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.

6. 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:** Vendor 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 Vendor 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.

7. 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 the time specified by the Purchase Order 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 Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. 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.

9. 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.
- 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 the Equalis Group Administration Agreement. All pricing submitted to Region 10 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.

10. 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.

11. 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**: 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.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. 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, Vendor 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.

13. ARTICLE 13 – MISCELLANEOUS

- 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.
- 13.2.1 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 Members in Equalis Group.
- 13.2.2 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 Members, 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.
- 13.6.1 Certificates of insurance shall be delivered to the Member 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.
- 13.6.2 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.
- 13.7.1 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.
- 13.7.2 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 Vendor'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**: Vendor hereby certifies 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.

[Signatures follow on Signature Form]

PROPOSAL FORM 23: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Global Equipment Company Inc.

Address 11 Harbor Park Drive

City/State/Zip Port Washington, NY 11050

Telephone No. (414) 302-7559

Fax No. (800) 336-1331

Email address Wrose@globalindustrial.com

Printed name William H. Rose, III

Position with company Bid Specialist

Authorized signature *William H. Rose, III*

Term of contract January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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.

Rickey Williams
Region 10 ESC Authorized Agent

Jan 4, 2024
Date

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1160A

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REQUEST FOR PROPOSAL #R10-1160 FOR: Maintenance, Repair and Operations

October 13, 2023

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

✓ PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

✓ PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

✓ PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

✓ PROPOSAL FORM 4: CLEAN AIR AND WATER ACT

✓ PROPOSAL FORM 5: DEBARMENT NOTICE

✓ PROPOSAL FORM 6: LOBBYING CERTIFICATION

✓ PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

✓ PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS

✓ PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295

✓ PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

✓ PROPOSAL FORM 11: RESIDENT CERTIFICATION

✓ PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

✓ PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

✓ PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

✓ PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

✓ PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

✓ PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

✓ PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

✓ PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

✓ PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

✓ PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

✓ PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 30 additional pages.** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Global Equipment Company Inc. DBA: Global Industrial
	<i>What is the mailing address of your company's headquarters?</i>	11 Harbor Park Drive, Port Washington, NY 11050
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	William H. Rose, III – Bid Specialist wrose@globalindustrial.com (414) 302-7559
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes – Please see attached Exceptions Letter for details. Note: Product only – Global does not provide services.
	<i>Does pricing submitted include the required administrative fee?</i>	No

	<i>Do you offer any volume discounts or cost-saving strategies for customers? If yes, please describe.</i>	Yes, volume discounts are available for orders of items of \$5,000.00 or more or for large quantity purchases. (Customer are asked to call their dedicated Account Manager for specific details regarding large volume pricing or additional discount.)
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, product only, Global provides no services.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	10% discount from published list price – www.globalindustrial.com Global Industrial does not use Manufacturer’s Suggested Retail Price, but instead offers a discount off our already reduced list price. “List price” shall be defined as that price which is indicated on our website, www.globalindustrial.com , on the date of purchase. Please note that pricing on our website is fluid and changing dependent upon market conditions. Any discount offered within this proposal shall remain the same for the life of the contract. Products already reduced in price for inventory reduction or promotional purposes, as well as special order or custom products, are not eligible for any additional discount. Shipping and handling charges are also ineligible for discount.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Net 30 days from date of Invoice. Methods of payment include: Check, Credit Card, ACH Payments - Global Industrial bills upon shipment. Invoices are then emailed to our customers. Global Industrial also has the capability to bill via third party e-commerce platforms.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product quality and features	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	MRO Products (Full Catalog Discount) Over one million products in 21 industrial and commercial categories. We market our products primarily to private and public sector customers, which include for-profit businesses, state, local and private educational institutions and government entities, including federal, state, and local municipalities.
	<i>Describe how your products and services comply with applicable industry regulations/standards.</i>	Global Industrial complies with industry regulations and standards with document control, manufacturer/supplier standards, and the on-going maintenance of policies and procedures. Global Industrial has an Operations Excellence team which leads the quality assurance program. This team ensures packaging conditions meet or exceed specific standards. Some of these quality standards include using containers of new condition, boxes/packaging are appropriately sized, shipping labels are placed appropriately, and packing lists included. These standards are documented for all shipments (whether those be small parcel, LTL, or TL) to ensure product protection.
	<i>Outline how your products compare to those of your competitors.</i>	Like or same quality with comparable standards.
	<i>Outline your delivery process such as product tracking capabilities, and ensuring timely order fulfillment.</i>	Tracking numbers and Carrier information provided via e-mail with each order upon shipment. Customer is notified by e-mail each time a shipment leaves our Distribution Center and then throughout the shipping process.
	<i>Outline measures in place to ensure product availability and your stock availability rate.</i>	Dedicated Product Management Team, Inventory Control, Pick-Pack-Ship specialists, and Real time inventory in all five of our Distribution Centers
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services</i>	Continental United States – Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts,

	<i>are limited to a certain area, please be specific on the area your services are provided.</i>	Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, Washington D.C., West Virginia, Wisconsin, and Wyoming
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	Five Distribution Centers – Robbinsville, New Jersey; Buford, Georgia; Pleasant Prairie, Wisconsin; De Soto, Texas; and Henderson, Nevada Branch Offices in Port Washington, New York (HQ); Milwaukee, Wisconsin; Henderson, Nevada; Robbinsville, New Jersey, Buford, Georgia; and Toronto, Canada
	<i>Outline any other capabilities not already addressed.</i>	Global Industrial’s public sector experience stretches back more than 60 years, and in that time, government specific programs have been developed to facilitate the needs of the public sector and educational customers. Government specific programs are in place to facilitate service, contract vehicles, strategic partnering to meet socioeconomic goals, as well as contract management and compliance.
	<i>Describe your company’s capability to service agencies outside of geography/physical locations through an e-commerce platform.</i>	www.globalindustrial.com Global Industrial offers state of the art ordering through our website. Once an account is created, managing multiple tasks such as ordering and inventory checks can be completed quickly and easily. We offer features that enable order management power such as auto reorder, online returns, replacement parts and order tracking. Global Industrial offers an extranet online buying option that works like an e-procurement website. This option would allow the member to log into the portal and purchase items similar to a Business-to-Consumer buying environment. Our company’s capabilities in terms of automation and e-procurement are as follows: Global Industrial supports many of the e-procurement purchasing platforms available on the market. These purchasing platforms help achieve our customer’s goals by streamlining, reducing or completely eliminating paper-based processes; driving contract compliance by encouraging supplier consolidation with key suppliers, such as Global Industrial; allowing the customer increased visibility and control across their entire procure-to-pay process which provides the ability to analyze spending at both the category and item level; and the elimination of multiple and redundant purchasing systems. Global Industrial offers state of the art ordering through our website. Once an account is created, managing multiple tasks such as ordering and inventory checks can be completed quickly and easily. We offer features that enable order management power such as auto reorder, online returns, replacement parts and order tracking.
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	Global Industrial makes every effort to respond to emergency orders as quickly as possible. However, DPAS rated orders receive special designation within our operational systems and are given the highest priority.
	<i>Outline how you handle product returns and any warranties/product guarantees offered.</i>	Contact the Global Industrial dedicated Account Manager for all issues/returns. Returns: If Customer is not satisfied with a product, please contact Global Industrial within 30 days of receipt. A refund, excluding freight charges, may be arranged after inspection. Returned merchandise must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Returned merchandise is also subject to a 15% restocking fee. Global Industrial inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Customer’s only obligation is the freight charge and stocking fee, where applicable, provided the return is complete with original packaging, all documentation, warranty cards, cables etc. Shipping and handling charges are non-refundable for all returns. Customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. Certain Products are Non-Returnable and/or Non-Cancelable. Once an order for custom-cut, customer built, or special-order items (such as matting, slings, cranes, prefab offices, buildings, mezzanines, assembled lockers and regularly stocked items such as generators, pressure washers, water and trash pumps, snow

		throwers, radio headsets, striping paint, line strippers, floor care machines, vacuums, custom fabric chairs, or forklifts) is placed, it is considered non-cancelable. Any custom-cut, customer built, or special-order items purchased are also non-returnable.
Integration with other platforms	<i>Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and/or Ariba.</i>	Global Industrial has the ability to integrate with third party e-commerce platforms including EDI, cXML, and Ariba, in addition to all Proprietary Portals.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p>Global Industrial maintains a customer service team of 140 employees located in Buford, Georgia and Milwaukee, Wisconsin as well as a dedicated chat support team.</p> <p>Hours of Operation: 6:00am to 11:00pm Eastern, Monday through Friday (excluding some holidays).</p> <p>Online Chat is also available from 9:00am to 6:00pm Eastern on Saturday and Sunday.</p> <p>Should a customer require assistance regarding an order, our Customer Service department can be contacted in a number of convenient ways: Call us: 1-800-607-8520 (dedicated phone line for public sector customers) Email us: service@globalindustrial.com Chat with us on the Global Industrial website (www.globalindustrial.com). Our chat bot can assist with the following actions:</p> <ul style="list-style-type: none"> • Help with Sales, Quote or a New Order • Product Information / Specifications • Order Status / Order Tracking Information • Help with Returns / Replacements • Copy of Invoice / Pay Invoice • Need Packing Slip for an Order • Commercial Invoices • Other Port Order Inquiries • More Options <p>Additionally, customers can access a variety of customer service related functions by logging into their online accounts.</p>
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	<p>For financial information, please see the attachment titled 2022 Form 10K for our Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. (10K form is attached). You can also direct the customer to the investor relations portion of our website:</p> <ul style="list-style-type: none"> • Quarterly Results: https://investors.globalindustrial.com/financials/quarterly-results/default.aspx • Annual Reports and Corporate Materials: https://investors.globalindustrial.com/financials/annual-reports-and-corporate-materials/default.aspx • SEC Filings: https://investors.globalindustrial.com/financials/sec-filings/default.aspx
	<i>What was your annual sales volume over last three (3) years?</i>	<p>Annual Sales</p> <ul style="list-style-type: none"> • 2020 - In excess of \$850M • 2021 - In excess of \$900M • 2022 - In excess of \$950M
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the</i>	Global Industrial has years of experience implementing agreements of varying sizes and complexities. We offer a variety of contract vehicles to our public sector customers that are similar in scope to that of the

	<i>spaces and technology equipment being installed.</i>	<p>requirements of NASPO ValuePoint. Our contracts are with a wide range of public sector entities, from national and regional cooperatives to local cooperatives and state contracts. Account Managers and Suppliers would use Team/Zoom to train or support agencies and will provide the appropriate Training Manuals, Owner Manuals, and MSDS Data Sheets for products, when applicable. Some products include on-site manufacturer training.</p>																																																																																																																																												
History of meeting products and services timeline	<i>Outline the process for timeline for product pickup, delivery, and any other applicable capabilities not already addressed.</i>	<p>Below are statistics pertaining to Global Industrial's on-time delivery and on-time shipping dating from January 2020 to July of 2021. Please note:</p> <p>This information pertains only to shipments originating from a Global Industrial owned distribution center.</p> <p>In late 2020, Global Industrial eliminated transit time buffers and in February of 2021, also implemented regulations designed to create a stricter shipping process. Both of these efforts contributed to the declines that are visible in the statistics below and they continue to guide our standards today.</p> <table border="1"> <thead> <tr> <th>All Month</th> <th>Customer Centric Actual Delivered</th> <th>Expected Delivered</th> <th>%OTD</th> <th>Actual Shipped</th> <th>Expected Shipped</th> <th>%OTS</th> </tr> </thead> <tbody> <tr><td>JAN- 20</td><td>67,788</td><td>83,322</td><td>81 %</td><td>79,211</td><td>94,921</td><td>83 %</td></tr> <tr><td>FEB- 20</td><td>76,174</td><td>93,536</td><td>81 %</td><td>76,968</td><td>94,399</td><td>82 %</td></tr> <tr><td>MAR- 20</td><td>75,370</td><td>97,501</td><td>77 %</td><td>73,873</td><td>94,717</td><td>78 %</td></tr> <tr><td>APR- 20</td><td>59,009</td><td>80,737</td><td>73 %</td><td>59,829</td><td>82,229</td><td>73 %</td></tr> <tr><td>MAY- 20</td><td>74,277</td><td>94,043</td><td>79 %</td><td>71,175</td><td>99,994</td><td>71 %</td></tr> <tr><td>JUN- 20</td><td>97,614</td><td>126,202</td><td>77 %</td><td>87,531</td><td>124,891</td><td>70 %</td></tr> <tr><td>JUL- 20</td><td>94,701</td><td>121,709</td><td>78 %</td><td>78,174</td><td>119,557</td><td>65 %</td></tr> <tr><td>AUG- 20</td><td>88,536</td><td>110,776</td><td>80 %</td><td>83,939</td><td>111,471</td><td>75 %</td></tr> <tr><td>SEP- 20</td><td>86,368</td><td>108,232</td><td>80 %</td><td>83,910</td><td>107,644</td><td>78 %</td></tr> <tr><td>Oct-20</td><td>87,842</td><td>108,383</td><td>81 %</td><td>86,382</td><td>107,153</td><td>81 %</td></tr> <tr><td>Nov-20</td><td>75,318</td><td>92,032</td><td>82 %</td><td>75,271</td><td>91,953</td><td>82 %</td></tr> <tr><td>Dec-20</td><td>76,368</td><td>97,934</td><td>78 %</td><td>76,877</td><td>90,113</td><td>85 %</td></tr> <tr><td>Jan-21</td><td>70,370</td><td>85,297</td><td>82 %</td><td>78,555</td><td>90,606</td><td>87 %</td></tr> <tr><td>Feb-21</td><td>68,116</td><td>87,434</td><td>78 %</td><td>68,749</td><td>86,128</td><td>80 %</td></tr> <tr><td>Mar-21</td><td>79,842</td><td>103,484</td><td>77%</td><td>77,015</td><td>104,587</td><td>74%</td></tr> <tr><td>Apr-21</td><td>68,837</td><td>93,117</td><td>74 %</td><td>65,779</td><td>91,246</td><td>72 %</td></tr> <tr><td>May-21</td><td>59,088</td><td>80,672</td><td>73 %</td><td>59,624</td><td>79,252</td><td>75 %</td></tr> <tr><td>Jun-21</td><td>66,381</td><td>92,304</td><td>72 %</td><td>66,788</td><td>93,347</td><td>72 %</td></tr> <tr><td>Jul-21</td><td>58,377</td><td>84,398</td><td>69 %</td><td>62,628</td><td>83,803</td><td>75 %</td></tr> </tbody> </table>	All Month	Customer Centric Actual Delivered	Expected Delivered	%OTD	Actual Shipped	Expected Shipped	%OTS	JAN- 20	67,788	83,322	81 %	79,211	94,921	83 %	FEB- 20	76,174	93,536	81 %	76,968	94,399	82 %	MAR- 20	75,370	97,501	77 %	73,873	94,717	78 %	APR- 20	59,009	80,737	73 %	59,829	82,229	73 %	MAY- 20	74,277	94,043	79 %	71,175	99,994	71 %	JUN- 20	97,614	126,202	77 %	87,531	124,891	70 %	JUL- 20	94,701	121,709	78 %	78,174	119,557	65 %	AUG- 20	88,536	110,776	80 %	83,939	111,471	75 %	SEP- 20	86,368	108,232	80 %	83,910	107,644	78 %	Oct-20	87,842	108,383	81 %	86,382	107,153	81 %	Nov-20	75,318	92,032	82 %	75,271	91,953	82 %	Dec-20	76,368	97,934	78 %	76,877	90,113	85 %	Jan-21	70,370	85,297	82 %	78,555	90,606	87 %	Feb-21	68,116	87,434	78 %	68,749	86,128	80 %	Mar-21	79,842	103,484	77%	77,015	104,587	74%	Apr-21	68,837	93,117	74 %	65,779	91,246	72 %	May-21	59,088	80,672	73 %	59,624	79,252	75 %	Jun-21	66,381	92,304	72 %	66,788	93,347	72 %	Jul-21	58,377	84,398	69 %	62,628	83,803	75 %
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Other factors relevant to this section as submitted by the Respondent	<i>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</i>	<p>Global Industrial has the ability to create, upon request, dedicated accounts for each individual Participating Entity as well as consolidated accounts that may encompass multiple departments that use the same centralized billing address.</p> <p>Our organization produces reports in both PowerBI and our internal CRM tool. These reports are used daily by every department within Global Industrial and can be created and updated quickly.</p> <p>We have a dedicated team of associates who are proficient in querying data directly from our SQL databases. In turn, they are able to quickly create analyses in Excel, Tableau, and PowerBI.</p> <p>Consolidated billing by location is available upon request.</p>																																																																																																																																												

	<p><i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i></p>	<p>Global Industrial values safety across all levels of the organization. We believe that every associate has the right and responsibility to continually seek to prevent injuries and build a safe environment for everyone. The prevention of occupationally-induced injuries and illnesses is of paramount importance to our organization.</p> <p>Training Our distribution center management trains our distribution center associates to abide by federal, state, and local laws and regulations, but also to go above and beyond to protect each team member. Associates are trained to remind each other of our safety principles and to proactively identify and mitigate risks.</p> <p>Education Global Industrial distributes weekly safety presentations to each member of distribution center management. These presentations contain a daily topic to be covered with distribution center associates before each shift starts in an effort to improve team communication and demonstrate the Company's commitment to safety</p> <p>Local Safety Committees We have implemented local safety committees at each facility to provide oversight, training, education, guidance, and support to enhance the Company's positive safety culture.</p> <p>Each Committee Works to:</p> <ul style="list-style-type: none"> - Identify risks - Proactively promote health and safety - Regularly review safety and health initiatives for the facility - Promote compliance with federal, state, and local regulations - Promote a positive safety culture through education, recognition, and a positive lessons-learned approach
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Qualification and Experience (25 Points)

<p>Respondent reputation in the marketplace</p>	<p><i>Provide a link to your company's website</i></p> <p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>www.globalindustrial.com</p> <p>Global Industrial is a value-added industrial distributor of industrial and maintenance, repair and operations (MRO) products in North America, going to market through a system of branded e-commerce websites and relationship makers.</p> <p>We started in 1949 as a small material handling company, and we have grown to be an industry leader with over one million products in 21 industrial and commercial categories. We market our products primarily to private and public sector customers, which include for-profit businesses, state, local and private educational institutions and government entities, including federal, state, and local municipalities.</p> <p>Our mission of Accelerating the Customer Experience (ACE) guides our actions across the business, and specifically in our customer end-to-end purchase, service, and delivery experience. Our ACE strategy at its core focuses on the building of customer loyalty and trust by addressing unique customer needs through a responsive and tailored sales, product, and service experience. We build customer loyalty and trust through personalized and high-touch customer interactions that often feature strong one-to-one relationships.</p> <p>The Company's omni-channel model derives customer acquisition and, with rigorous vetting, we are able to identify opportunities for product category expansion, particularly with Global Industrial Exclusive Brands™ products. Category expansion with our customers is designed to drive repeat orders and increases in customers' annual spend. We aim to maximize customer satisfaction and loyalty by combining close</p>
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		<p>customer relationships with product expertise, efficient and competitive fulfillment, delivery, and exceptional customer service.</p> <p>Our Mission is to keep businesses going and growing with the right products, services, solutions and industrial-strength know-how to keep businesses safe and productive.</p> <p>Our vision is to deliver an unrivaled business experience for our business partners by knowing our customers better than anyone else, anticipating and meeting their needs, and cultivating customer loyalty.</p> <p>Global Industrial has years of experience implementing agreements of varying sizes and complexities. We offer a variety of contract vehicles to our public sector customers that are similar in scope to that of the requirements of Region 10 ESC and Equalis Group. Our contracts are with a wide range of public sector entities, from national and regional cooperatives to local cooperatives and state contracts.</p> <p>Global Industrial's range of available contract vehicles demonstrates our ability to adapt to the specific requirements of each lead agency and present a valuable partnership to our customers and Participating Entities.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	No, not on a contract basis but we currently provide goods using multiple contracts with Regions 4, 6, 7, and 18 and over forty (40) Texas based Independent School Districts.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Executive Support – Mike Irizarry - Government Sales Director (516) 608-3017 mirizzary@globalindustrial.com</p> <p>Bids – William H. Rose, III – Bid Specialist (414) 302-7559 wrose@globalindustrial.com</p> <p>Invoicing/P.O./Product Info – Dan Himelick – Account Manager (678) 969-6676 dhimelick@globalindustrial.com</p> <p>Contracts – Nikki Werra - Senior Manager, Sales Contracts & Compliance (414) 302-7311 nwerra@globalindustrial.com</p> <p>Billing – Pam Angles – Manager, Cash Application (678) 969-6592 ar@globalindustrial.com</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Global Industrial's overall Public Sector Sales for the last three (3) years (excluding Federal Government) is approximately \$200 Million.
	<i>What is your strategy to increase market share in the public sector?</i>	Public Sector's strategy is to increase market share by continuing exceptional customer support of our current cooperative contracts, exclusive brands, and vendor partners and increase the number of agencies that use them.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Global Equipment Company Inc. (DBA Global Industrial) is involved in various lawsuits, claims, investigations, and proceedings, including commercial, employment, consumer, personal injury, and health and safety law matters, which are being handled and defended in the ordinary course of business. Although Global Industrial does not expect, based on currently available information, that the outcome in any of these matters, individually or collectively, will have a material adverse effect on its financial conditions or results of operations, the ultimate outcome is inherently unpredictable.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher</i>	<p>1. Denton Independent School District 1303 N. Elm Street Denton, TX. 76063 Dianna Casper - Phone # 940-369-0124</p>

	<p><i>Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>E-Mail: purchasing@dentonisd.org</p> <p>2. Chatham Area Transit 900 East Gwinnet Street Savannah, GA. 31401 David Flanders - Phone # 912-629-3935 E-Mail: david.flanders@catchacat.org</p> <p>3. Region 4 Education Service Center Contract # R211402 – Warehousing, Material Handling, and Production Support Date of Award: December 1, 2021 Contract Expiration: November 30, 2024, option to renew for two (2) additional one-year periods through November 30, 2026</p> <p>4. University of Utah 201 South Presidents Circle Salt Lake City, UT. 84112 Michele Thomas - Phone # 801-585-7380 E-Mail: michele.thomas@fm.utah.edu</p> <p>5. University of Tampa, Florida 401 W. Kennedy Boulevard Tampa, FL. 33606 Kathleen Riga – Purchasing Phone: (813) 257-3878 E-Mail: kriga@ut.edu</p>
<p>Certifications in the Industry</p>	<p><i>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</i></p>	<p>Tax ID # 11-3584699 DUNS: 001472216 Cage Code: 1BA20 NAICS: 423840 Industrial Supplies Merchant Wholesalers SAM UEI: TPKZZJWPL7C9</p>
<p>Company profile and capabilities</p>	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors</i></p>	<p>Direct</p>

	<i>comply with the pricing and terms of the contract.</i>	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	None
	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. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	None – Global Industrial is a large business.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	No - Global Industrial does not intend to use subcontractors or independent contractors to meet the service delivery requirements.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	No
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	Global Industrial has in the past supported and typically maintains a presence at governmental and educational trade shows throughout the United States. In a continuing effort to market the contract to current Participating Entities, Global Industrial commits to considering attendance and participation at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.), Association of School Business Officials International (ASBO), National 8(a) Association as well as those focused on MWBE and National Veteran Small Business Engagement, and supplier-specific trade shows, conferences and meetings throughout the term of the contract.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Within 90 days, Global Industrial's Marketing department will develop banner stands promoting the Contract. These new banner stands, along with the co-branded marketing pieces are intended for use at public sector and educational conferences nationwide. Additionally, Global Industrial will insure that the co-branded marketing pieces and banner stands are present at the Global Industrial National Trade Show.</p> <p>Global Industrial has in the past supported and intends to continue to evaluate attendance at conferences including: Association of School Business Officials International (ASBO), NIGP The Institute for Public</p>

		<p>Procurement, National 8(a) Association, as well as those focused on MWBE and National Veteran Small Business Engagement.</p> <p>During this time frame, Global Industrial will establish a dedicated toll-free number and email address for cooperative members.</p> <p>Beyond the 90-day mark, Global Industrial will create quarterly marketing campaigns exclusively for cooperative members. These marketing campaigns may include elements such as the following:</p> <ul style="list-style-type: none"> • Special promotional pricing on items beyond standard agreed upon discounts • Seasonal campaigns in the summer and winter highlighting applicable products <p>Global Industrial typically maintains a presence at governmental and educational trade shows throughout the United States. In a continuing effort to market the contract to current participating public agencies, Global Industrial commits to considering attendance and participation with national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Contract.</p> <p>Throughout the term of the Contract, Global Industrial agrees to design and publish national and regional advertising in trade publications in support of our partnership with the Agency.</p> <p>Using case studies, collateral pieces, presentations, promotions and various other marketing efforts, Global Industrial is fully committed to the ongoing marketing and promotion of the Contract throughout its term.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Training sessions will include the following key elements:</p> <ul style="list-style-type: none"> • Explanation of the solicitation process • Pricing standards established by an agreed upon Contract • Thorough examination of product categories covered by the Contract • Educating new and existing public agency customers as to how and where to join the cooperative • Range of public agencies that can utilize the Contract • Positioning of Contract as a contract vehicle option for customers • Benefits of the use of cooperative contracts • Global Industrial's internal order process to insure compliance with all terms of the Contract • Contract terms as applicable to the sales functions performed by our sales team • Review marketing support campaigns for the contract developed by Global Industrial with approval from the Agency • Participation and training provided by the Agency, if applicable.
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Global Industrial requests Region 10 ESC and Equalis Group have our permission prior to using our name or logo on websites, marketing materials and advertisements.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p> <p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Global Industrial's GPO Partnership Manager is tasked with fulfilling the reporting requirements through this agreement to Equalis Group. Global Industrial has the capacity to report monthly sales that meet the requirements of Equalis Group as well as providing personalized reporting for industry classes, consolidated and individual public sector agencies.</p> <ul style="list-style-type: none"> • Omnia Partners, Public Sector - R211402 Warehousing, Material Handling, and Production Support • 1Government Procurement Alliance (1GPA) - 23-16PV Furniture Products and Services • The Interlocal Purchasing System (TIPS) - 230301 Furniture, Furnishings, and Services / 230103 Janitorial and Sanitation Supplies and Services / 230603 Pathogen Removal and Remediation Supplies and

		<p>Services / 230701 Indoor Air Quality Equipment and Services / 230505 MRO (Maintenance, Repair and Operations of Facilities and Grounds)</p> <ul style="list-style-type: none"> • Equalis Group - EQ-052920-01E Furniture and Storage Related Products and Services • BuyBoard - 577-18 Building Maintenance Repair and Operations • Hunterdon County Educational Services Commission - HCESC-CAT-22-04 Outdoor Furniture and Accessories / HCESC-CAT-23--01 Furniture & Equipment - School & Office / HCESC-CAT-SER-23-03 Facility Maintenance Equipment • National Purchasing Partners Government (NPPGov) - VA22020 Facilities Management, MRO, Supplies and Services • State of Pennsylvania - COSTARS 017-46 Waste, Recycling, and Material Handling Containers • FloridaBuy - 21-326 Outdoor Bleachers and Related Equipment
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>Global Industrial Account Managers will follow up with existing public agency customers using phone calls and directed emails with the goal of further educating our customers regarding the contract award and benefits to using the Contract for their purchases.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Number of Sales Representatives – twenty-four (24), reporting to locations in Buford, GA and Port Washington, NY.</p> <p>Our Public Sector team includes the following components:</p> <p>Government Sales Director – Dedicated solely to the growth, support and management of our Public Sector sales team and key driver of sales initiatives for the agreement</p> <p>Sales Managers – Dedicated solely to the growth, support and management of our Public Sector sales teams located in Buford, GA and Port Washington, NY, day-to-day management of sales initiatives and coaching for usage of the agreement</p> <p>Public Sector Account Managers – Exclusively manages public sector and higher education customers, responsible for establishing, building and maintaining relationships with Equalis Group members</p> <p>Territory Sales Manager – Assigned by zip codes, our TSM team supports face-to-face sales encounters and teams with our Public Sector Account Managers to prospect and develop high potential accounts within the cooperative membership</p> <p>Inbound Public Sector Sales Team – Specializing in public sector and education customer support, will process quote and order requests from Equalis Group members</p> <p>Government Reseller Team – Tasked with the facilitation of strategic partnerships with small businesses</p> <p>Senior Manager, Sales Contracts & Compliance – Located in our legal department, responsible for review, negotiation and compliance with the terms of the agreement</p>

		GPO Partnership Manager – Tasked with establishing and maintaining partnerships with Equalis Group, reporting functions and management of the Public Sector Bid Specialists Public Sector Bid Specialists – Charged with making customers aware of the presence of an agreement and availability for usage when responding to independent RFPs for cooperative members

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

PROPOSAL FORM 4: CLEAN AIR 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 – Bid Specialist

Mailing Address: 11200 W. Parkland Avenue, Suite 200, Milwaukee, WI. 53224

Signature: *William H. Rose, III*

PROPOSAL FORM 5: 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 – Bid Specialist

Mailing Address: 11200 W. Parkland Avenue, Suite 200, Milwaukee, WI. 53224

Signature: *William H. Rose, III*

PROPOSAL FORM 6: 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.

William H. Rose, III

Signature of Respondent

11/07/2023

Date

PROPOSAL FORM 7: 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.

William H. Rose, III

Signature of Respondent

11/07/2023

Date

PROPOSAL FORM 8: 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 (414) 302-7559

FAX (800) 336-1331

RESPONDANT

William H. Rose, III
Signature

William H. Rose, III
Printed Name

Bid Specialist
Position with Company

AUTHORIZING OFFICIAL

Nicole L. Wena
Signature

Nicole L. Wena
Printed Name

Sr. Manager, Contracts & Compliance
Position with Company

PROPOSAL FORM 9: 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

PROPOSAL FORM 11: 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.)

Global Equipment Company Inc	11 Harbor Park Drive,	
Company Name	Address	
Port Washington	New York	11050
City	State	Zip

PROPOSAL FORM 12: 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 determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. 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? WHRIII

(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? WHRIII

(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

Does vendor agree? WHRIII

(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? WHRIII

(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? WHRIII

(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? WHRIII

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? WHRIII

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

Does vendor agree? WHRIII

(Initials of Authorized Representative)

14. 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)

15. 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

William H. Rose, III

Signature of Authorized Company Official

William H. Rose, III

Printed Name

Bid Specialist

Title

11/07/2023

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’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 Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

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

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? WHRIII
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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.

William H. Rose, III

11/07/2023

Signature of Respondent

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

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

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

Name	Address	Interest
None		

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

William H. Rose, III _____
Authorized Signature and Title 11/07/2023
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: Global Equipment Company inc.

Street: 11 Harbor Park Drive

City, State, Zip Code: Port Washington, NY

State of New Jersey

County of _____

SEE NOTARIZATION FOLLOWING PAGE

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

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ Wisconsin

County of Milwaukee

I, William H. Rose III of the Milwaukee
Name City

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

I am the Bid Specialist of the firm of Global Equipment Company Inc.
Title Company Name

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

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

Global Equipment Company Inc.
Company Name

William H. Rose III
Authorized Signature & Title

Subscribed and sworn before me

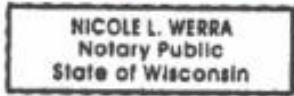
this 6 day of November, 2023

Nicole L. Werra

Notary Public of New Jersey

My commission expires April 7, 2024

SEAL



PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Global Equipment Company Inc.

Street: 11 Harbor Park Drive

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

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.

William H. Rose, III

11/07/2023

Authorized Signature and Title

Date

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).

William H. Rose, AIA

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html 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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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.

William H. Rose, III William H. Rose, III Bid Specialist

 Signature Printed Name Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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.

PROPOSAL FORM 19: 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

X Corporation

Limited Liability

Subchapter S

Corporation

Corporation

SEE NOTARIZATION/CORPORATE SEAL FOLLOWING PAGE

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

Stockholders: NONE

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)

PROPOSAL FORM 19: 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

Corporation

Limited Partnership

Partnership

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 <u>6</u> day of <u>November</u> , 2023	
(Notary Public) 	William H. Rose III
My Commission expires: <u>4/7/2026</u>	(Print name & title of affiant)
	(Corporate Seal)

NICOLE L. WERRA
Notary Public
State of Wisconsin



PROPOSAL FORM 20: GENERAL TERMS AND 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.)

X 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.)

Region 10 Education Service Center
C/O Equalis Group
Attn: Clint Pechacek
400 E. Spring Valley Road
Richardson, TX. 75081

RE: RFP # R10-1160 Maintenance, Repair and Operations

Global Equipment Company Inc., dba Global Industrial, submits this proposal in reference to the abovementioned RFP, subject to the exceptions and/or qualifications stated below.

3-RFP R10-1160 MRO (Region 10 - Section 1)

6.2. Price value and coverage: Global Industrial represents and warrants that the pricing being offered in this proposal is market competitive. No further representations or warranties are made with respect to pricing.

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

6.4 All products and services: Strike "...installation, tech support, training and other services must be priced."

6.5 Not to Exceed Pricing: See 6.2. Price value and coverage: above.

4-RFP R10-1160 MRO (Region 10 - Section 3)

Section Three: Part A – vendor Contract and General Terms and Conditions

1.1 Indemnifications: To the maximum extent permitted by law, Global Industrial shall not be liable to Buyer or any third party under this proposal or any resulting contract for any indirect, special, incidental, punitive or consequential damages (including, without

limitation, loss of use, loss of data, loss of business or loss of profits), regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability or any other theory of law. The maximum liability of Global Industrial arising out of or related to this proposal or contract, regardless of the form of action, is limited to the amount paid to Global Industrial for the products giving rise to such liability. In the event of any issue with a product that Buyer has purchased through Global Industrial, Buyer agrees that its sole remedy, if any, is from the manufacturer of such product, in accordance with such manufacturer's warranty, or to seek a return and refund for such product in accordance with Global Industrial's return policy.

3.3 Vendor's Promise: See 6.2. Price value and coverage: above.

5.1 Cancellation for Cause: Any invoices issued up to and including the date of termination for any reason shall be paid in accordance with the agreed upon payment terms. Any items identified as non-cancellable and/or non-returnable cannot be cancelled and/or returned, as applicable.

5.2.i. Delivery/Service Failures: Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.

5.4 Cancellation for Convenience: See 2 Termination for Cause or Convenience: above.

7.1 Delivery: Global Industrial will make a good faith effort to deliver products within the requested timeframe. However, factors such as product origin, quantity requested, and availability and production times may influence the delivery times. Please contact your assigned Account Manager for specific information regarding lead times.

7.2 Inspection & Acceptance: See 5.2.i. Delivery/Service Failures: above.

7.3 Responsibility for supplies tendered: Title to products and risk of loss passes from Global Industrial to Buyer upon delivery.

7.5 Additional charges FOB: Standard shipping and handling charges will be reflected on all quotes, orders, and invoices as prepay and add, FOB Origin, unless otherwise indicated. Standard LTL shipments shall be dock to dock. Standard small package shipments shall be dock to door. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24-hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).

8.1 Payments: Payment terms shall be net 30 days from the date of invoice. Global Industrial does not permit the set off of any payments under any circumstances.

9.2 Price Increase: See 6.3 Auditable pricing – Percentage Discount: above.

9.3 Additional charges: See 7.5 Additional charges FOB: above.

11.6 Warranty Conditions: All warranties from the original manufacturers are hereby irrevocably assigned to Buyer and all documents evidencing the same will be included with the items. Global Industrial will assist Buyer in maintaining continuity of such warranties and shall take all reasonable steps to assist Buyer in asserting and processing warranty claims directly with the manufacturers. Global Industrial makes no warranties, express or implied, and disclaims all other warranties, including without limitation implied warranties of merchantability, fitness for a particular purpose and conformity to models or samples.

11.7 Buy American Requirement: Government customers are advised that compliance with the Buy American Act, Free Trade Agreements Act, Trade Agreements Act, or the like, is not guaranteed by Global Industrial. Country of origin information can change, and what is displayed on our website or in the catalog may not be accurate or consistent with manufacturer information at the time of order or shipment. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information. 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).

11.8 Domestic Preference: See 12. Domestic Preference: above.

12.1 Cleanup: Strike in its entirety.

12.2 Site Preparation: Strike in its entirety.

12.7 Maintenance Facilities and Support: Strike in its entirety.

13.1 Funding Out Clause: Global Industrial request Buyer not place any orders if funds have not been appropriated therefor.

13.3 Indemnity: See 15. Limitation of Liability: above.

Section 3. Terms and Conditions

Indemnification: See 15. Limitation of Liability: above.

Term & Termination: See 2 Termination for Cause or Convenience: above.

- Installation is not included in the price for any products. If requested, installation can be added as a separate line item on a case-by-case basis.
- Products that are delivered as “assembled” are indicated on our website within the product specifications. Products that are not assembled will not include assembly in the pricing unless otherwise indicated.
- Neither party shall be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability or delays in procuring or shipping product or obtaining permits and licenses, inability in procuring supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of such party in the conduct of its business.
- Returns If Customer is not satisfied with a product, please contact Global Industrial within 30 days of receipt. A refund, excluding freight charges, may be arranged after inspection. Returned merchandise must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Returned merchandise is also subject to a 15% restocking fee. Global Industrial inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Customer’s only obligation is the freight charge and stocking fee, where applicable, provided the return is complete with original packaging, all documentation, warranty cards, cables etc. Shipping and handling charges are non-refundable for all returns. Customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. Certain Products are Non-Returnable and/or Non-Cancelable. Once an order for custom-cut, customer built, or special-order items (such as matting, slings, cranes, prefab offices, buildings, mezzanines, assembled lockers and regularly stocked items such as generators, pressure washers, water and trash pumps, snow throwers, radio headsets, striping paint, line stripers, floor care machines, vacuums, custom fabric chairs, or forklifts) is placed, it is considered non-cancelable. Any custom-cut, customer built, or special-order items purchased are also non-returnable.

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

Regards,

Nikki Werra
Sr. Manager, Sales Contracts & Compliance
 **GLOBAL INDUSTRIAL**
We can supply that.

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

Phone: +1 (414) 302-7311

Mobile: +1 (414) 469-2911

Email: NWerra@globalindustrial.com

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

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- X** Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
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:

X 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).)

11/07/2023
Date

William H. Rose, III Bid Specialist
Authorized Signature & Title



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

R10-1160 Questions and Answers

The deadline for submitting questions has passed. All questions and answers related to this RFP are published below.

Please Provide The Contract ID for 1295

<i>Question</i>
Please Provide The Contract ID for 1295
<i>Answer</i>
The Contract ID is R10-1160.

Proposal Forms 16 & 17

<i>Question</i>
Since Proposal Form 16 Non-Collusion Affidavit is specifically for entities within New Jersey, would it be permissible to submit a signed Conflict of Interest Questionnaire in its place? Please note that Form 17 Affirmative Action Affidavit is also specifically for entities operating within New Jersey.
<i>Answer</i>
Vendors who intend to do business in New Jersey and Arizona must fill out the forms specific to those states as provided. Vendors who do not intend to do business in New Jersey or Arizona may leave the forms specific to those states blank if they wish.

Market Basket

<i>Question</i>
There is no market basket listed anywhere. Just a blank spreadsheet. Every opportunity is a blank form other than the vetting questionnaire. Will a list be released for what RFP's are expected?
<i>Answer</i>

This RFP is for indefinite quantity/indefinite delivery products and services to the national Equalis membership. Therefore, in RFP Section 1, page 7 under "Products and Services (Scope)" we state that vendors are encouraged to respond with their complete offering related to the scope. There will not be a list of specific items released for this RFP, as we do not know what the needs of every member who might potentially use the contract might be.

Applicable Industry Regulations/Standards

Question

Can you elaborate as to what you mean by - Describe how your products and services comply with applicable industry regulations/standards? Can you provide specific examples?

Answer

Vendors are encouraged to respond with any widely recognized industry standards their products and services have been proven to meet. Examples of this might be listing what percentage of a vendor's products are UL Listed or Certified, which ISO certifications the represented manufacturers hold, and/or any other third-party certifications affirming the quality of the products that a vendor is offering in response to this RFP. Region 10 is not seeking SKU-level detail with this question.

Proposal Forms 16 and 17

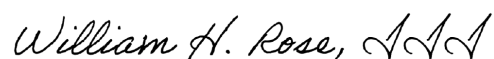
Question

Both forms pertain to the State of NJ. Winzer is based in Plano, TX. We have no employees residing in or working in the State of NJ. For Form 16 Non-Collusion, can we replace State of NJ and County of with State of Texas, County of Colin to reflect Winzer's primary location? For Form 17 Affirmative Action. Again, we have no employees residing in or working in the State of NJ. We are preparing an RFQ for consummable MRO products and will not be providing any physical services. May we submit our Federal Affirmative Action form in lieu of a AA302?

Answer

Vendors who do not intend to ever offer the contract to customers in New Jersey may leave the New Jersey forms blank. Vendors who intend to do business with customers in New Jersey must fill out the New Jersey forms as instructed on the forms.

William H. Rose, III - Bid Specialist



(414) 302-7559

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1083566

Date Filed:
10/16/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Global Equipment Company Inc.
Buford, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 10 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP # R10-1150
Maintenance, Repair, Operations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is William H. Rose III, and my date of birth is 01/18/1959.

My address is 2092 S. 102nd Street, West Allis, WI, 53227, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Milwaukee County, State of Wisconsin, on the 16th day of October, 2023.
(month) (year)

William H. Rose, III

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Global Equipment Company Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 William H. Rose, III
Signature of vendor doing business with the governmental entity

10/16/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Global Equipment Company Inc.	
2 Business name/disregarded entity name, if different from above Global Industrial	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 29833 Network Place	Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60673-1298	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
1	1		-	3	5	8	4	6	9	9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-3-2023</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip Fl 17 New York NY 10005 License#: BR-800584 SYSTINC-01	CONTACT NAME: Arelis Nunez PHONE (A/C, No, Ext): 212-504-1894 E-MAIL ADDRESS: Arelis.Nunez@alliant.com	FAX (A/C, No): 212-504-5989													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Insurance Compa</td> <td>1112</td> </tr> <tr> <td>INSURER B: Great American Assurance Compa</td> <td>26344</td> </tr> <tr> <td>INSURER C: Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Insurance Compa	1112	INSURER B: Great American Assurance Compa	26344	INSURER C: Colony Insurance Company	39993	INSURER D:		INSURER E:		INSURER F:
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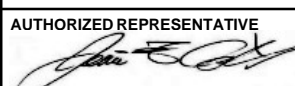
COVERAGES **CERTIFICATE NUMBER: 1132857340** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-651-291604-013	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-291604-023	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-651-291604-043	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA7-65D-291604-093 WC7-651-291604-103	7/1/2023 7/1/2023	7/1/2024 7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Excess Liability			EXC 5125770 AR6461528	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Layer 1 \$7,500,000 Layer 2 \$7,500,000

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

CERTIFICATE HOLDER **CANCELLATION**

GLOBAL EQUIPMENT COMPANY, INC C/O GLOBAL INDUSTRIAL COMPANY 11 HARBOR PARK DRIVE PORT WASHINGTON, NY 11050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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