



**Enterprise Alternate Contract Source (ACS)
No. 31160000-25-NASPO A S**

For

Facilities Maintenance Repair, and Operations (M O and Industrial Supplies

This Enterprise Alternate Contract Source No. 31160000-25-NASPO ACS Facilities Maintenance Repair, and Operations (M O and Industrial Supplies ("Term Contract"), is between the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and Global Industrial Equipment Company Inc., cross reference name Global Equipment Company Inc., ("Contractor"), located at 11 Harbor Park Drive, Port Washington, NY 11050; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services;

WHEREAS, the Lead State of Kentucky, competitively procured Facilities Maintenance Repair, and Operations (M O and Industrial Supplies and executed Contract No. M 758 2500000416, ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOTHEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on September 1, 2024, and its term currently ends on August 31, 2026. The Master Contract has four years of renewals available. This Term Contract will become effective on January 1, 2025, or on the date signed by all Parties, whichever is later. This Term Contract will expire on August 31, 2026, unless terminated earlier or renewed in accordance with the Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

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Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

- a) this contract document
- b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, PUR 7801 Vendor Certification Form
- e) Exhibit D, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

Joseph Thomas
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade West, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 488-8367
Email: Joseph.Thomas@dmr.fl.gov

Contractor's Contract Manager:

Brittany Garrett
Global Industrial Equipment Company Inc.,
cross reference name Global Equipment Company Inc.
2505 Mill Center Parkway, Suite 100
Buford, Georgia 30518
Telephone: (678) 745-9817
Email: Bgarrett@globalindustrial.com

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Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

**GLOBAL INDUSTRIAL EQUIPMENT
COMPANY INC. CROSS REFERENCE
NAME GLOBAL EQUIPMENT
COMPANY, INC.**

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

Donald McKenna

217050516474468...

Brittany G. Brett

Vice President Sales

12/13/2024 | 8:28 AM PST

Date:

DocuSigned by:

Pedro Allende

C04713030400485...

Pedro Allende, Secretary

12/16/2024 | 11:43 AM EST

Date:



EXHIBIT A

ADDITIONAL TERM AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING

The Contractor is encouraged to provide a M/M punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the M/M eProcurement System and a supplier's Enterprise Resource Planning (ERP) system which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to M/M. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to M/M as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line item) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through M/M. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of M/M, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within M/M. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within M/M the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that

identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Contractor may impose additional Financial Consequences beyond those stated herein to apply to that Contractor's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

| Deliverable | Performance Metric | Performance Due Date | Financial Consequence for Non-Performance |
|--|--|---|--|
| Contractor will timely submit complete Term Contract Quarterly Sales Reports | All Term Contract Quarterly Sales Reports will be submitted timely with the required information | Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter | \$250 per day late |
| Contractor will timely submit complete M M Transaction Fee Reports | All M M Transaction Fee Reports will be submitted timely with the required information | Completed reports are due on or before the 15 th calendar day after the close of each month | \$100 per day late |

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, M M Transaction Fee Reports, or any other documentation owed to the Department or Contractor, to include fees / monies, that are required under this Term Contract.



Exhibit B

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract term, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" mean the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deem any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the term or expiration of the term contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive term or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Custom r contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Custom r and will be turned over promptly by the Contractor.

- 4.2.3 **Term nation for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Custom rs, (ii) on multiple occasions, maintain adequate progress on Custom r purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Custom r will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination or non-Compliance with -Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Term nation for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OF THE TERM CONTRACT.

- 5.1 **Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

- 5.2 **Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

- 5.3 **Term.** The term of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal form or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

- 5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan term shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar term of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 Quantity Discounts. The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 Sales Promotions. In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 Equitable Adjustment. The Department may, in its sole discretion, make an equitable adjustment in the Term Contract term or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and M FloridaMarketPlace (MFM) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered on the MFM Vendor Information Portal (<https://vendor.mfloridamarketplace.com>).
- Have current 9 filed with the Florida Department of Financial Services (<https://flvendor.mfloridacfo.com>)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0% of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

- 7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Formendor esources / State Purchasing / Business Operations - Florida Department of Management Services \(m.florida.com\)](https://www.floridapurchasing.com/Purchasing/Business-Operations-Florida-Department-of-Management-Services/m.florida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, team mates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY TO EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAW .

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Timeliness is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.
- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the term of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY TRIAL. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNEES, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM OR PROCEEDING WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claim, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customarily make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claim contains Confidential Information. If the Contractor fails to mark a record it claim contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claim contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

failed to provide a Contractor-redacted copy to the Department, the Contractor may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claim, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology system of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO HIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@M.FL.G, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 Ownership. Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 Patentable Inventions or Discoveries. Any inventions or discoveries developed in the course, or as a result, of services in connection with the Custom r's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor m st inform the Custom r and the Departm nt of any inventions or discoveries developed or m de through perform nce of the Custom r's contract, and such inventions or discoveries will be referred to the Florida Departm nt of State for a determ nation on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery m de through perform nce of the Custom r's contract. This shall not apply to any invention or discovery m de prior to the execution of the Term Contract.

12.5.3 Copyrightable W rks. Contractor m st notify the Custom r and the Departm nt of any publications, artwork, or other copyrightable works developed in connection with the Custom r's contract. All copyrights created or developed through performance of the Custom r's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will m ntain the security of State of Florida data including, but not limited to, m ntaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" m ans data collected by, transm tted from created for, or provided by the Departm nt or the Custom r. The Contractor will not allow any State of Florida data to be sent by any m dium transm tted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Custom r and the Departm nt within one business day of becom ng aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or im nent threat of a violation of inform tion technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that com romise the confidentiality, integrity, or availability of State of Florida data. An im nent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. O ce a data breach has been contained, the Contractor m st provide the Department and the Custom r with a post-incident report docum ntng all containm nt, eradication, and recovery m asures taken. The Departm nt reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also com ly with all HIPAA requirements and any other current state and federal rules and regulations regarding security of inform tion.

SECTION 14. CO TRACT M ITO ING

14.1 Perform nce Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Custom r will be entitled at all tim s, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Departm nt the following accurate and com lete reports associated with this Term Contract.

- 14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Q uarterly Sales Report Form t / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DM](https://www.floridamarketplace.com/vendor-resources/state-purchasing/business-operations/florida-department-of-management-services-dm) ([m florida.com](https://www.floridamarketplace.com)). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DM website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

- 14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

- 14.2.4 **M M Transaction Fee Reports.** The Contractor shall submit complete monthly M M Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit M M Transaction Fee reports online can be located at <https://www.floridamarketplace.com/vendors/transaction-fee-and-reporting>. Assistance with transaction fee reporting is also available by email at feeprocessing@floridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- 14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Perform nce Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Custom r or the Departm nt determines that there is a perform nce deficiency that requires correction by the Contractor, then the Custom r or the Departm nt will notify the Contractor. The correction m st be m de within a tim fram specified by the Custom r or the Departm nt. The Contractor m st provide the Custom r or the Departm nt with a corrective action plan describing how the Contractor will address all perform nce deficiencies identified by the Custom r or the Departm nt.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Custom r-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Custom r, or im lem ntation of the plan fails to remedy the perform nce deficiencies, the Custom r will retain ten percent (10% of the total invoice am unt. The retainage will be withheld until the Contractor resolves the perform nce deficiencies. If the perform nce deficiencies are resolved, the Contractor m y invoice the Custom r for the retained am unt. If the Contractor fails to resolve the perform nce deficiencies, the retained am unt will be forfeited to com ensate the Custom r for the perform nce deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Departm nt reserves the right to inspect, or enlist a third-party to perform at any reasonable tim with prior notice, the equipm nt, product, plant or other facilities of the Contractor to assess conform ty with Term Contract requirem nts and to determ ne whether they are adequate and suitable for proper and effective Term Contract perform nce.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Departm nt is authorized to inspect the: (i) financial records, papers, and docum nts of the Contractor that are directly related to the perform nce of the Term Contract or the expenditure of State funds; and (ii) program tic records, papers, and docum nts of the Contractor which the Departm nt determ nes are necessary to m nitor the perform nce of the Term Contract or to ensure that the term of the Term Contract are being m t. The Contractor shall provide such records, papers, and docum nts requested by the Departm nt within ten (10) Business Days after the request is m de.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m , F.S., the Contractor m st provide docum ntation that indicates the am unt of state funds:

1. llocated to be used during the full term of the Term Contract for rem neration to any m m er of the board of directors or an officer of the contractor; and
2. llocated under each paym nt by the public agency to be used for rem neration of any m m er of the board of directors or an officer of the contractor.

The docum ntation m st indicate the am nts and recipients of the rem neration.

14.5.3 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deem relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claim for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OD) at ODHelp@dm.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the O D. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Extended Description:

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| DocuSign Envelope ID: 4EAC2E23-16EB-4D57-BEDF-2AF77E6BC18B | | | |
| | Document Phase | Document Description | Page 2 |
| 2500000416 | Draft | Facilities MRO and Industrial Supplies NASPO (Global) | Total Pages: 2 |

See “Attachment A” for Terms and Conditions. The terms and conditions set out in “Attachment A” are incorporated into and are a part of the Contract.

Master Agreement Number MA 758 2500000416
for
FACILITIES MRO AND INDUSTRIAL SUPPLIES
between
the State of Kentucky
and
Global Equipment Inc.

This Master Agreement is entered into by the State of Kentucky ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP 758 2400000228 (the "RFP") for the purpose of providing Facilities MRO and Industrial Supplies through the NASPO ValuePoint cooperative purchasing program:

Global Equipment Company Inc. ("Contractor")
11 Harbor Park Drive
Port Washington, NY. 11050

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Brittany Garrett
GPO Partnership Manager
bgarrett@globalindustrial.com
678-745-9817

Lead State's contact for this Master Agreement is:

Daniel Salvato, CPPB, NIGP-CPP, KCPM
Office of Procurement Services
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Frankfort, KY 40622
(502) 564-5862
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TERM. This Master Agreement is effective as of September 1, 2024, and will terminate on August 31, 2026 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to four years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: Master Agreement Terms and Conditions
Exhibit 1: Description of Goods and/or Services and Discount Percentages
Exhibit 2: Environmentally Preferred Products
Exhibit 3: NASPO ValuePoint Sales Data Report Form

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

DocuSigned by:
Donald Mckenna 8/27/2024
217050510474408...
Signature Date

Donald Mckenna Vice President Sales

Printed Name and Title

LEAD STATE:

DocuSigned by:
Kathy Robinson 8/30/2024
12A54A21C03A4F2...
Signature Date

Kathy Robinson, Executive Director
Printed Name and Title

Attachment 4 MASTER AGREEMENT TERMS AND CONDITIONS



NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and

conditions, etc.).

- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years (two renewals for two years each) at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's

bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:
- 4.5.1.1** Political subdivisions, public agencies, and service districts;
 - 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
 - 4.5.1.3** Federally recognized tribes;
 - 4.5.1.4** Quasi-governmental entities; and
 - 4.5.1.5** Eligible non-profit organizations.
- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.
- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.8 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.9 No Representations.** The Contractor shall not make any representations of

NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as

cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Intentionally Omitted

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor’s website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Obligation to Act in Good Faith. The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor will not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all

information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
 - 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
 - 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
 - 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
 - 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in

a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

- 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
- 5.5.12.2** A Lead State contract identification number for this Master Agreement;
- 5.5.12.3** Detailed product line item descriptions;
- 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
- 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The discount percentages contained in this Master Agreement or offered under this Master Agreement represent the minimum discount to any Purchasing Entity.
- 6.1.1** All discount percentages must be guaranteed for the term of the Master Agreement.
 - 6.1.2** Pricing shall be held static, or reduced, from order through delivery. No pricing increases between order and delivery shall be accepted.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries, except as noted below, will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Additional shipping charges, as defined by the carrier, for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process.
 - 8.1.2** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside

Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

- 9.5.1** Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay for return shipping costs. In no event will Contractor be liable for any consequential, indirect, incidental, special, punitive, loss of profit, loss of use, or lost opportunity damages.
- 9.5.5** Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens,

encumbrances, or other security interests.

- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable

time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 - 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or

expiration, nonrenewal or expiration otherwise may occur.

- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating

Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed

under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders

under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.3.3** The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Lead State shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation

under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Intentionally Omitted
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign

immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing

and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

14.15 Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

14.15.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.15.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

14.15.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

14.15.4 The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

14.15.5 The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations and orders.

14.15.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

14.15.7 The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.16 Accessibility. Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

XV. Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Holly M. Johnson, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT, KY 40622**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Exhibit 1

Description of Goods and/or Services and Discount Percentages

SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services in the awarded categories below.

| Category | Minimum Discount Percentage |
|--|-----------------------------|
| 1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals | 10% |
| 2. Fasteners | 10% |
| 3. Material Handling | 10% |
| 4. Plumbing Equipment | 10% |
| 5. Power Sources | 10% |
| 6. Landscaping and Outdoor Supplies and Equipment | 10% |
| 7. Lamps, Lighting, Ballasts, and Equipment | 10% |
| 8. Heating, Ventilation, Air Conditioning (HVAC) | 10% |
| 9. Hand Tools | 10% |
| 10. Power Tools | 10% |
| 11. Electrical Supplies and Equipment | 10% |
| 12. Paint and Related Supplies | 10% |
| 13. Security | 10% |
| 14. Safety | 10% |
| 15. Other | 10% |

Products and Services are available to Authorized Purchasers.

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

Return Policy:

If you are not satisfied with a product, please contact us within 30 days of receipt. A refund may be arranged excluding freight charges upon inspection. Returned merchandise is also must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Returned merchandise is also subject to a 15% restocking fee. Global inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Your only obligation is the freight charge and stocking fee where applicable, provided your return is complete with original packaging, all documentation, warranty cards, cables etc. Global reserves the right to authorize product returns after 30 days have passed from the invoice date. If the product is accepted after this period, it is subject to a 15% restocking fee and credit will be issued toward future purchases only.

Shipping and handling charges are non-refundable for all returns. The customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. For certain returns, UPS Shipping Labels are provided. Please note that while shipping labels may be issued for your convenience, return shipping charges may be incurred depending on the reason(s) for the return request. If you require an estimate of these return shipping costs, please call Customer Service at (800) 645-2986. If an order ships prior to the cancellation request, the customer is responsible for any freight charges incurred.

Certain Products are Non-Returnable and/or Non-Cancelable.

Once you place 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) your order is considered non-cancelable. Any custom-cut, customer built, or special-order items purchased by you are also non-returnable. Leased and hazardous items are also non-returnable. Contact customer service for a complete list of applicable products.

Exhibit 2

Environmentally Preferred Products

1.1 Description of Goods and/or Services, Prices and Discount Percentages or Environmentally Preferred Products (if applicable).

1.2 Terms and Conditions for Environmentally Preferred Products

Accurate Labeling of Environmentally Preferable Products (EPPs)

Offeror must certify in writing that all claims made about the environmental attributes of the products they are offering are consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. In addition, Offerors may be required to provide documentation, at the request of the Purchasing Entity that the products they are offering meet the Environmental Specifications for this contract.

Over the life of the Master Agreement if awarded, the Offeror must label the environmental attributes of all environmentally preferable products (EPPs) per the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Offeror if awarded, must provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

The Purchasing Entity reserves the right to require the Offeror if awarded, to remove any

environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under a Master Agreement or Participating Addendum, if awarded.

1.2.2 EPP Sales Reports

The Purchasing Entity reserves the right to request from the Vendor quarterly sales data over the life of this contract. This information must include details about the environmental attributes of the EPPs sold on this contract consistent with the Environmental Specifications. To facilitate consistent reporting on this contract, the Vendor may be required to submit its sales report using the Purchasing Entity's Green Sales Report Template.

Training. Over the life of the contract, the Vendor at a minimum must offer educational/marketing materials and at least one training that can be accessed by contract users explaining its EPP labeling and reporting practices.

Enforcement. The Purchasing Entity may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this contract.

Exhibit 3

NASPO ValuePoint Detailed Sales Data Report Form

| Field Name | Field Description |
|-------------------------------|---|
| VENDOR | The awarded Contractor's name |
| VENDOR CONTRACT NUMBER | Lead State assigned contract number (using Lead State's numbering protocol) |
| STATE | State postal abbreviation code (Alaska = AK, Missouri = MO, etc.) |
| CUSTOMER TYPE (SEGMENT) | State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract] |
| BILL TO NAME | Customer (agency) Bill to name |
| BILL TO ADDRESS | Customer (agency) Bill to address |
| BILL TO CITY | Customer (agency) Bill to city |
| BILL TO ZIPCODE | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code] |
| SHIP TO NAME | Customer (agency) Ship to name |
| SHIP TO ADDRESS | Customer (agency) Ship to address |
| SHIP TO CITY | Customer (agency) Ship to city |
| SHIP TO ZIPCODE | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code] |
| ORDER NUMBER | Vendor assigned order number |
| CUSTOMER PO NUMBER | Customer provided Purchase Order Number |
| CUSTOMER NUMBER | Vendor assigned account number for the purchasing entity |
| ORDER TYPE | Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract] |
| PO DATE (ORDER DATE) | (mm/dd/ccyy) |
| SHIP DATE | (mm/dd/ccyy) |
| INVOICE DATE | (mm/dd/ccyy) |
| INVOICE NUMBER | Vendor assigned Invoice Number |
| PRODUCT NUMBER | Product number of purchased product |
| PRODUCT DESCRIPTION | Product description of purchased product |
| UNSPSC | Commodity-level code based on UNSPSC code rules (8 Digits) |
| CATEGORY | Product Category |
| LIST PRICE/MSRP/CATALOG PRICE | List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract] |
| QUANTITY | Quantity Invoiced (99999.999) |
| TOTAL PRICE | Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.99) |
| VAR/Reseller/Distributor | If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located |
| Energy Star Compliant | Yes = 1 No = 2 Energy Star Does not Apply = 0 |
| Optional | More information |

[illegible]

Authorize Legal Department to contact counsel for vendor/counterparty
Yes

Bid Waiver Exception
Yes

Select Bid Waiver Exception
(c) Piggyback contracts from unit of govt or non-profit co-op (see Procedure A6Hx2-6.34 C. 1. c.).

Designate as Rush
No

Did you ask if any BC employee is employed by

Did vendor answer yes or no



ATTACHMENT 02 CATEGORIES OF PRODUCTS and EPP

I. GEOGRAPHIC AVAILABILITY

Identify the geographic area(s) in which your products will be available to Participating Entities and Purchasing Entities by checking one of the following:

- ☐ Nationwide (including the District of Columbia and U.S. territories)
- ☒ Nationwide (including the District of Columbia)
- ☐ The following specific states (to include the entire state): _____

II. EXCLUSIONS

The Master Agreements resulting from this solicitation are not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including the following:

- [Automatic External Defibrillator \(AED\) and Accessories](#)
- [Ground Maintenance Equipment](#)
- [Automotive Parts](#)
- [Professional Grade Tools and Diagnostic Equipment Master Agreements.](#)
- [Office Furniture](#)
- [Office Supplies](#)
- [Audio Video Equipment and Supplies](#)
- [Computer Equipment, Peripherals & Related Services](#)
- [Copiers & Managed Print Services](#)
- [Laboratory Equipment and Supplies](#)

Offerors may include equipment, accessories, and services available under these portfolios only to the extent that such solutions are complementary to the equipment, products, or services being proposed by Offeror. The Lead State may, at its sole discretion, reject products and services from an Offeror's proposal, or remove products and services from a Contractor's Master Agreement, if the Lead State determines that such products and services exceed the intended scope of this solicitation or do not comply with this requirement.

Other Exclusions:

- Electric vehicle charging station and/or installation
- Public safety electronic equipment or any first responder electronic equipment
- Drones, drones' maintenance, and parts
- Software or SaaS solutions

III. CATEGORIES



Identify the category(ies) for which you are submitting a proposal response by checking one or more of the following (the products listed for each category below are only examples and are not intended to be exhaustive):

- ☒ **Category 1: Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals** includes but not limited to cleaning chemicals, hand soaps, paper products, trash can liners, adhesives.
- ☒ **Category 2: Fasteners** includes but is not limited to thread fasteners, anchors, bolts, cables, clips, hose couplings, inserts, lock nuts, pins, plates, rivets, screws, studs, and washers.
- ☒ **Category 3: Material Handling** includes but is not limited to hand trucks, ladders, welding supplies, shop supplies, containers, cabinets, chains, wire rope, pails/drums. Motor rider forklifts, reach trucks, order pickers, pallets jacks, stackers, and tow tractors.
- ☒ **Category 4: Plumbing Equipment** includes but is not limited to facets, fittings, pipes, water filters, drains, pumps, and plumbing tools.
- ☒ **Category 5: Power Sources** includes but is not limited to electric power grid, such as an electrical outlet, energy storage devices such as batteries or fuel cells, generators or alternators, solar power converters, or another power supply, other batteries, electric vehicle charging stations and parts, solar energy, and AC and DC power supply.
- ☒ **Category 6: Landscaping and Outdoor Supplies and Equipment** includes but is not limited to seasonal lawn and grounds maintenance supplies.
- ☒ **Category 7: Lamps, Lighting, Ballasts, and Equipment** includes but is not limited to lamps, ballasts, fixtures, bulbs, diodes, and tubes.
- ☒ **Category 8: Heating, Ventilation, Air Conditioning (HVAC)** includes but is not limited to air filters, blowers, diffusers, fans, coolant, small heaters, air conditioning units (window and portable), foam coil cleaners, filters, and valves.
- ☒ **Category 9: Hand Tools** includes but is not limited to hammers, pliers, rakes, screw drivers, shoves, hand saws, and measuring tools.
- ☒ **Category 10: Power Tools** includes drills, saws, table saw, air compressor, band saw, sander.
- ☒ **Category 11: Electrical Supplies and Equipment** includes but is not limited to circuit breakers, conduits, electrical boxes, fuses, switches, outlets, cords, and plugs.
- ☒ **Category 12: Paint and Related Supplies** includes but is not limited to paint interior and exterior, primers, coatings, brushes, paint pans, fire retardant sealants, and stirrers.
- ☒ **Category 13: Security** includes but is not limited to cameras, strobes, safes, locks.
- ☒ **Category 14: Safety** includes personal protective equipment and related building safety equipment, eye protection, protective clothing, barricades, fire escape



ladders, master lock, hearing protection and head and face protection, hand sanitizer, gloves, and sorbents.

- ☒ **Category 15: Other** Contractor is allowed to sell other items related to MRO but not specifically listed above. Products that are included in the Exclusion Section II, may not be sold.

Offeror is limited to selling products and services in the category(ies) awarded to Offeror.

IV. ENVIRONMENTALLY PREFERABLE PRODUCTS

Many of the Participating States have indicated that sourcing Environmentally Preferable Products (EPP) is important and may become more important in the future with legislative mandates to comply with for sustainable and climate preferable products being used in their state.

Indicate below if the Offeror can offer EPPs (see Specifications for EPP Products in Each Category listed below). If the Offeror is not able to meet the Environmental Specifications listed below, indicate no. If yes, Offeror must fill out the rest of this attachment in full which will be included in the Master Agreement if awarded.

☐ **No, the Offeror will not be able to sell Environmentally Preferable Products, no need to proceed with this Attachment (this attachment must be submitted with the NO checked)**

☒ **Yes, Offeror would like to sell Environmentally Preferable Products and has filled out all sections below:**

1. Does the Offeror have any sustainability policies or programs (e.g., adoption of a sustainability policy, climate action plan, using clean fuel vehicles or sustainable packaging to deliver products, powering your facilities with renewable energy, etc..)? If yes, describe and attach supporting documentation. If no, describe any plans the Offeror may have to do this in the future.
2. Does the Offeror identify products with any of the following environmental certifications in catalogs and/or price sheets (print and online)?
 - US EPA ENERGY STAR ☒ Yes ☐ No
 - US EPA Safer Choice ☒ Yes ☐ No
 - US EPA WaterSense ☒ Yes ☐ No
 - Biodegradable Products Institute (BPI, certified compostable) ☐ Yes ☒ No
 - Design Lights Consortium (DLC) for LED lighting products ☒ Yes ☐ No
 - Forest Stewardship Council (FSC) ☐ Yes ☒ No
 - Green Seal ☒ Yes ☐ No
 - UL ECOLOGO ☒ Yes ☐ No
 - UL GREENGUARD, SCS Indoor Advantage, etc. (certified low emitting) ☒ Yes ☐ No
 - Other(s): please list _____



3. Does the Offeror identify products with any of the following environmental attributes in catalogs and/or price sheets (print and online):
Percentage of post-consumer recycled content ☒ Yes ☐ No
RoHS-compliance (for electrical equipment) ☐ Yes ☒ No
Rechargeable batteries ☒ Yes ☐ No
Prop 65 Warning ☒ Yes ☐ No
Identified in online catalog? Yes
4. Describe how a buyer finds environmental products in your online ordering catalog. Does it show the ecolabels and environmental attributes that the Offeror recognizes? Include whether there are filters for EPP's in the online catalog. Provide examples.
Response is appended to this document
5. Does the Offeror offer any product take-back or recycling services? If yes, describe what services are available. If not, describe if the Offeror has any plans for the future:
Response is appended to this document
6. Using the check boxes below, indicate what categories of products the Offeror offers that includes *at least* one of the listed required Environmental Specifications for the sub-category. If awarded, the subcategories will be included in the Master Agreement.

Specifications for EPP Products in Each Category

Environmental Product Specifications

Offeror has the ability to provide product with the following environmental certifications or attributes, as identified below:

Category #1: Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals

A. Cleaning chemicals

1. ☒ *Cleaning and floor maintenance chemicals* have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO, or Cradle to Cradle (Silver level or higher).

This product category includes, but is not limited to general-purpose cleaners, floor cleaners, glass cleaners, degreasers, non-disinfecting restroom cleaners, carpet and upholstery cleaners, deodorizers, dish and laundry detergents, wood and metal polishes, floor polish and strippers, air conditioner coil cleaners, etc. It also includes onsite generators of cleaning chemicals such as aqueous ozone.

2. ☒ *Hand sanitizers* have at least one of the following certifications: Green Seal, UL ECOLOGO or Cradle to Cradle (Silver level or higher). This product category includes liquids, gels and wipes.

In addition, the product contains at least 60% ethanol per the Centers for Disease Control (CDC) guidance, does not contain any active ingredients other than ethyl alcohol or isopropyl alcohol, and is not on the US Food and Drug Administration's (FDA's) Hand Sanitizer Do-Not-Use List which may be viewed at:



<https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use>. This list includes products that are dangerous because they are found or likely to be contaminated with methanol or 1-propanol or that are packaged in food or drink containers.

3. ☒ *Hand soaps, body washes, and hair shampoos* have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO or Cradle to Cradle (Silver level or higher).
4. ☐ *Keyboard cleaners* are EITHER mechanical or a chemical formulation that is free of chlorinated and fluorinated compounds (e.g., air dusters containing HFC-134a: 1,1,1,2-Tetrafluoroethane or HFC-152a: 1,1-Difluoroethane)
5. ☒ *Surface disinfectants and sanitizers* are US EPA-registered and contain only the following active ingredients: Citric acid, Ethanol, Hydrogen peroxide, Isopropanol, Lactic acid, Octanoic acid (Caprylic acid), or Thymol OR are certified by either Green Seal or EPA's Design for Environment Program.

B. Janitorial paper products EITHER have one of the following third-party certifications: Green Seal, UL ECOLOGO or Forest Stewardship Council (FSC); OR comply with the US EPA's Comprehensive Procurement Guideline (CPG), including:

- ☒ *Paper Towels and Industrial Wipers*: 40% post-consumer recycled content (PCRC)
- ☒ *Toilet Tissue and Toilet Seat Covers*: 20% PCRC
- ☒ *Facial Tissue*: 10% PCRC
- ☒ *Paper Napkins*: 30% PCRC

In addition, they do not contain intentionally added antimicrobial ingredients, fragrances, or dyes.

C. Waste, Recycling and Trash Supplies

1. ☒ *Organic waste bags* have at least one of the following compostability certifications: Biodegradable Products Institute (BPI) or OK Compost (Industrial or Home). In addition, they are labeled with the certification. This includes bags that are made of bioplastic or paper lined with bioplastic.
2. ☒ *Paper bags* are unlined and EITHER have at least 20% post-consumer recycled content (PCRC), which complies with the US Environmental Protection Agency's Comprehensive Procurement Guideline for Paper Bags, have 100% total recycled content, or are certified by the Forest Stewardship Council (FSC).
3. ☒ *Plastic trash can liners* have at least 10% post-consumer recycled content (PCRC) OR are certified by UL ECOLOGO or Green Seal. In addition, the product does not contain any intentionally added antimicrobial ingredients, chlorinated compounds such as vinyl (PVC), fragrances, or PFAS (e.g., polytetrafluoroethylene (PTFE) and is not labeled "oxo-degradable" or "oxo-



biodegradable”.

4. ☒ *Waste receptacles and recycling containers* comply with the applicable US EPA Comprehensive Procurement Guideline (CPG) for this category, which means it contains:
 - At least 20% post-consumer recycled-content plastic;
 - At least 25% post-consumer recycled-content corrugated cardboard; OR
 - 100% steel.

In addition, the product is free of vinyl (PVC) and fiberglass.

D. Janitorial Supplies

1. ☒ *Cleaning cloths* are reusable and are made of EITHER microfiber, reused material or recycled-content fabric with at least 10% post-consumer recycled content. In addition, they do not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.
2. ☒ *Floor pads used with powered janitorial equipment* EITHER contain at least 30% post-consumer recycled content (PCRC) OR are certified by Green Seal.
3. ☒ *Gloves (including disposable and reusable products)* are free of PVC (vinyl) and latex. Gloves that are labeled compostable must be certified by the Biodegradable Products Institute (BPI) or Vincotte OK Compost.
4. ☒ *Entryway, anti-fatigue and safety floor mats are PVC-free AND:*
 - Contain at least 30% post-consumer or 50% total recycled content (e.g., rubber or PET); OR
 - Are 100% biobased (e.g., coir)
5. ☒ *Mops, mop heads and dusters* are reusable and EITHER contain microfiber or are certified by Green Seal. In addition, the product does not contain vinyl (PVC), antimicrobial ingredients, fragrances, or cleaning chemicals (e.g., dust mop treatments).
6. ☒ *Sorbents and other dust-control products*, including but not limited to loose and granular formulations as well as pads, socks and booms, meet one of the following criteria:
 - Contain at least 89% total recycled content (which complies with the US EPA's Comprehensive Procurement Guideline (CPG) for this product category);
 - Contain at least 30% post-consumer recycled content; OR
 - Have one of the following certifications: Cradle to Cradle (Silver or higher), Green Seal, UL ECOLOGO, US EPA's Safer Choice or USDA Certified Biobased.



7. ☒ *Sponges and scrubbers* are made of 100% cellulose and/or other plant-based fiber OR at least 20% post-consumer recycled material. In addition, the product does not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.

E. Powered Janitorial Equipment

1. ☒ *Vacuum cleaners, carpet extractors, and deep cleaning equipment* are certified by the Carpet and Rug Institute (CRI) under its Seal of Approval Program.

A list of CRI-certified vacuum cleaners can be accessed at: <https://carpet-rug.org/testing/seal-of-approval-program/certified-vacuums>.

A list of CRI-certified carpet extractors can be accessed at <https://carpetrug.org/testing/seal-of-approval-program/certified-deep-cleaning-extractors>.

A list of CRI-certified deep cleaning equipment can be accessed at <https://carpet-rug.org/testing/seal-of-approval-program/certified-deep-cleaning-extractors/>.

2. ☒ *Powered floor maintenance equipment (e.g., burnishers and polishers)* are electric-powered AND are equipped with controls or other devices for capturing and collecting particulates.
3. ☒ *Hand dryers* meet all of the following criteria:
 - a. UL or ETL listed.
 - b. RoHS-compliant
 - c. Energy consumption does not exceed 1500 watts.
 - d. Operate at a sound level of less than 80 dBA (decibels)

Category #4: Plumbing Equipment

1. ☒ *Bathroom sink faucets and showerheads* are WaterSense-certified.
2. ☒ *Toilets and urinals* are EITHER WaterSense-certified or waterless.
3. ☒ *Water bottle refill stations* are UL listed, certified to NSF/ANSI Standard 61-G & 372 and conform with the lead content requirements for "Lead Free" plumbing by the State of California.
4. ☒ *Water coolers, bottled water dispensers, and pool pumps* are ENERGY STAR-certified.
5. ☒ *Water filters* (e.g., carbon filtration and reverse osmosis systems) meet applicable NSF standards.



Category #5: Power Sources

1. ☒ *Batteries (AAA, AA, C, D and 9V only)* are rechargeable and uses nickel-metal hydride chemistry.
2. ☒ *Battery chargers* are UL Listed and compatible with nickel-metal hydride rechargeable batteries.
3. ☒ *Electricity generators* are battery-powered, and the battery does not contain lead.
4. ☒ *Flashlights, lanterns, or headlamps* use LEDs as the light source OR have a built-in rechargeable battery.
5. ☒ *Motors* are variable speed or labeled NEMA Premium Efficiency.
6. ☒ *Solar powered-generating equipment* is UL or ETL listed.

Category #6: Landscaping and Other Outdoor Products Supplies and Equipment

1. ☐ *Compost, mulch, and soil amendment products* are certified by the Organic Materials Research Institute (OMRI).
2. ☒ *Deicers and snowmelt products for facilities maintenance* are certified by either Safer Choice or Green Seal, OR are on the Clear Roads Qualified Products List, which can be found at <https://clearroads.org/qualified-product-list/>. All products that contain sodium chloride have a corrosion inhibitor. These products are not intended for use on roads and include products in bags only up to 50 pounds as well as liquids only up to 55 gallons.
3. ☐ *Fertilizers and pesticides* are certified by the Organic Materials Research Institute (OMRI) or the product is a mechanical pest management product such as a bait or trap. A list of OMRI-certified products can be found at <https://www.omri.org/us-list>.
4. ☒ *Garden hoses* are free of vinyl (PVC).
5. ☒ *Irrigation equipment*, including spray sprinkling bodies and irrigation controllers, is WaterSense certified.
6. ☒ *Powered landscaping equipment* (e.g., chain saws; edgers, lawn mowers; leaf blowers, shredders and vacuums; mulchers, snow blowers, trimmers, wood chippers) emits zero emissions, which means it is powered by a battery or an electrical cord.

Category #7: Lamps, Lighting, Ballasts and Equipment



1. ☒ *Lamps, luminaires and retrofit kits* use LEDs as their only light source and have at least one of the following lighting efficiency certifications: DesignLights Consortium (Standard, Premium or Luna), ENERGY STAR, or International Dark Sky Association.
2. ☒ *LED drivers and lighting controllers* (e.g., occupancy sensors) are RoHS compliant AND UL or ETL listed.

Category #8: Heating, Ventilation and Air Conditioning (HVAC)

☐ *Air conditioners, air purifiers, dehumidifiers, and ventilating fans* are ENERGY STAR-certified. Products that have the ENERGY STAR Most Efficient label or use refrigerants that have a "lower impact on global warming" (e.g., R-32) are preferable. Use ENERGY STAR filter to find preferable products.

1. ☒ *Refrigerants* are considered "climate friendly" by US Environmental Protection Agency (US EPA) because they have a lower global warming potential. This includes:
 - R-32 (used in air conditioners)
 - R-290 (used in ice machines and refrigerators)
 - R-600a (used in freezers and refrigerators)
2. ☒ *Thermostats* are digital and EITHER programmable or ENERGY STAR-certified.

Category #12: Paint and Related Supplies

1. ☒ *Interior latex wall and ceiling paints and primers* have at least one of the following multi-attribute green certifications: Cradle to Cradle Certified or Material Health Certificate: at the Gold level or higher, Green Seal, Greenwise Gold, or Master Painters Institute (MPI) Extreme Green.
2. ☒ *Specialty paints, primers and coatings* comply with the applicable South Coast Air Quality Management District (SCAQMD) limit on volatile organic compounds (VOCs); OR have a VOC content that does not exceed 100 grams/liter; OR have at least one of the following environmental and/or health third-party certifications:
 - Multi-attribute green certifications: Cradle to Cradle Certified or Material Health Certificate Silver level or higher, Green Seal, MPI Green Performance Standard (Extreme Green, GPS-2 or GPS-1), or Safer Choice (covers spray paint only)
 - OR single-attribute green certifications: SCS Indoor Advantage Gold (low emitting), UL GREENGUARD Gold (low emitting), USDA Certified Biobased, or ENERGY STAR (for roof coatings)
3. ☒ *Paint thinners and removers* do not contain any chemicals on the [CA Prop 65 List](#), which are known to the State of California to cause cancer, birth defects or other reproductive harm (such as methylene chloride or n-methyl pyrrolidone).

**Request for Proposals for
Facilities MRO and Industrial Supplies**

Issued by the Commonwealth of Kentucky
Solicitation Number RFP 758 2400000228



Category #15: Other

If there are other products that meet third party environmental certifications or standards that the Offeror offers that are not listed above, provide, similar to the above, the product type and the specific third-party certification or standard.

**Attachment 2.0 Categories of Products and EPP
Environmentally Preferable Products**

1. Does the Offeror have any sustainability policies or programs (e.g., adoption of a sustainability policy, climate action plan, using clean fuel vehicles or sustainable packaging to deliver products, powering your facilities with renewable energy, etc.)? If yes, describe and attach supporting documentation. If no, describe any plans the Offeror may have to do this in the future.

Global Industrial recently released our second annual Environmental, Social & Governance (“ESG”) Report to help stakeholders such as investors, employees and prospective customers better understand how the company is managing ESG risks and opportunities. Throughout the past year, we’ve built upon our ESG initiatives by advancing our existing efforts and launching new programs. This report represents the universal support of all units within the Global Industrial organization and our continued commitment to responsible stewardship. While portions of our ESG Report are incorporated below, a full copy is also attached.

At Global Industrial, we strongly believe in reducing our carbon footprint and providing an environmentally sustainable workplace. In November 2022, we opened a state-of-the-art distribution center in Toronto, Canada that incorporated important standards of best practice in sustainability and safety standards. The facility incorporates the latest environmentally-conscious technologies and design practices.

We are proud of the recognition we have received for our achievements in creating a diverse and inclusive work environment. We received corporate culture awards from Comparably in each of the last four years, which mirror the outstanding results we consistently obtain in our yearly associate engagement surveys. Most recently, in 2023, we were honored to receive the Comparably Best Leadership Teams and Best CEOs for Diversity awards.



CORPORATE RESPONSIBILITY AT GLOBAL INDUSTRIAL

As our name suggests, we at Global Industrial think of our corporate responsibility in global terms. As citizens of a global community, we embrace responsible ESG stewardship as an essential part of our mission to build a successful business, and to affirm and align with the expectations of our stakeholders, which include our associates, customers, suppliers, and stockholders. As stakeholder expectations change and evolve, including those around ESG matters, we are committed to changing and evolving with them. We have a strong foundation upon which to do so, which includes investing in infrastructure and innovation, trusting and empowering our associates, supporting local communities in which our associates work and live, embracing a conservative approach to our own resource use, and providing products and services to our customers designed specifically to reduce resource consumption throughout their supply chains.

ENVIRONMENTAL SUSTAINABILITY



At Global Industrial, environmental responsibility is an important aspect of our business mission.

In addition to doing our fair share for the global environment, it is our hope that our demonstrated commitment to sustainability initiatives will serve as a positive model of corporate civic responsibility in the communities we serve.

Associates at all levels are required to follow Company procedures designed to comply —with local, state, and federal environmental laws and regulations. We strive to minimize the environmental impact of our operations in the communities in which we operate, and to be mindful of conservation of natural resources. In addition, we continually work toward reducing our environmental footprint through various sustainability initiatives.



RECYCLING & WASTE REDUCTION



Cardboard Recycling

All of our distribution centers have a cardboard recycling process in place. Recycling cardboard significantly reduces the volume of waste Global Industrial sends to landfills.



Reduction in Single-Use Plastic Bags Initiative

Global Industrial is currently exploring an initiative aimed at reducing consumption of single-use plastic bags by instead utilizing certified recycled paper bags that are biodegradable for packaging our hardware included with certain Global Industrial Exclusive BrandsTM products. This initiative, once fully implemented, could result in the elimination of up to 150,000 single-use plastic bags annually based on the current scale of our business. Global Industrial Exclusive BrandsTM include products from the Global Industrial®, Nexel®, and Interion® lines.



Foam Reduction Initiative Targeted for 2025: Update

Global Industrial has made great strides in its foam reduction initiative. As of June 30, 2023, the packaging of approximately 1,136 Global Industrial Exclusive BrandsTM products has been successfully re-engineered to exclude foam. Over the course of a year, the impact of our foam reduction initiative represents a decrease in the amount of foam waste deposited in landfills by over 135,000 pounds, or the equivalent of 97,707 cubic feet.

ENERGY USE & MINDFULNESS



Package Size Optimization

In our distribution centers, we use a software platform that optimizes and reduces the size of cardboard boxes when packaging our products. The platform endeavors to match product size to box size as closely as possible in an effort to improve space efficiency while reducing consumption of packaging materials. This not only translates into lower freight costs, but also lower and more efficient utilization of transportation-related energy consumption.



Efficient Shipping Practices

In addition to using software designed to optimize box selection when packaging our products, Global Industrial also strives to ensure, where possible, that in-stock Global Industrial Exclusive BrandsTM products are shipped to our customers, from the distribution center closest to the delivery address. Shipping from the nearest distribution center increases efficiency while decreasing shipping time and fuel emissions.



Use of Programmable Thermostats

Most of our facilities, including our newest distribution center in Toronto, Canada, use programmable thermostats with temperature setbacks to control energy consumption. These thermostats are designed to be eco-friendly in that they help to decrease the greenhouse gas emissions associated with energy consumption at our facilities.

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

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

By examining our own environmental impact and implementing company-wide sustainability initiatives, Global Industrial is positioned to support the sustainability initiatives of our customers.

ENVIRONMENTALLY-FRIENDLY SOLUTIONS



Sustainable Products from Recycled Materials

One of Global Industrial's product lines includes an outdoor bench and matching picnic tables and trash containers in multiple colors, all of which use post-consumer waste. These products are long-lasting and made primarily from recycled plastic, saving trees and reducing waste in landfills at the same time.



Sustainable Packaging Options

Global Industrial offers sustainable packaging options, such as its line of Global Industrial® corrugated boxes, which come in varying sizes and strengths. Further, Global Industrial is continuing its innovative efforts with plans to introduce additional sustainable options for our customers' packaging needs all while keeping the environment at the forefront.



Environmental Certifications

Global Industrial offers thousands of products with third-party environmental certifications, including: UL GREENGUARD®, UL ECOLOGO®, Green Seal®, EPA WaterSense®, Energy Star®, Safer Choice, and USDA BioPreferred®. By selling these products to our customers, Global Industrial not only helps our customers meet their sustainability goals, but also helps protect the environment as well.

NATURAL RESOURCE CONSERVATION



Conversion to LED Lighting

Continuing a strategy that began several years ago, currently 66% of our U.S. distribution centers, our new distribution center in Toronto, Canada, and our corporate headquarters have LED lighting. LED lighting significantly reduces the energy required to light our facilities, while also decreasing attendant costs. Furthermore, when we convert a facility from fluorescent lighting to LED lighting, we recycle the fluorescent bulbs. Additionally, most of our lights are equipped with either motion sensors or timers to further control energy consumption in our facilities.



Migration to More Energy Efficient HVAC Sources

In designing our distribution centers and when upgrading our facilities, we look to use energy-efficient HVAC sources, including split-unit HVAC systems, and high-temperature and direct gas-fired air heaters. By preferentially using energy-saving HVAC systems, we have lowered the amount of greenhouse gases and carbon emitted from our facilities.



Energy Efficient Products

Our recent acquisition of Indoff, LLC reinforces our commitment to sustainability stewardship. Indoff offers a robust assortment of energy efficient appliances, and all of Indoff's Absocold® branded refrigerators are ENERGY STAR® certified. In addition, four models of the Absocold® branded refrigerators have been designated as some of the Most Efficient ENERGY STAR® certified products in 2023.

A KNOWLEDGE CENTER FOR ENVIRONMENTAL SUSTAINABILITY



March 16, 2022
GREENLIGHT YOUR GREENSPACE
Give your facility a green makeover, because there's no time like Springtime. Before you read this article, take a second; turn away from your computer screen, sit back, and look out the window. What do you see?...
[\(click to read more\)](#)



November 2, 2022
SHEDDING LIGHT ON THE BENEFITS OF SOLAR ENERGY IN WAREHOUSES
Adding solar panels to one's home to save money isn't a new concept. But in the industrial space? The idea of generating efficiency and savings using the power of the sun is quickly...
[\(click to read more\)](#)



DECEMBER 9, 2022
SUSTAINABILITY NOW. 10 MOVES YOUR BUSINESS CAN MAKE TODAY.
Globally, 67% of companies have started using more sustainable materials and 66% are actively working to increase their energy efficiency. But this drive to become more sustainable and energy...
[\(click to read more\)](#)

4. Describe how a buyer finds environmental products in your online ordering catalog. Does it show the ecolabels and environmental attributes that the Offeror recognizes? Include whether there are filters for EPP's in the online catalog. Provide examples.

Customers are able to enter ecolabels and environmental attributes into the search field at the top of the Global Industrial website. Global Industrial's powerful search capabilities will then populate products matching the search criteria. Customers can narrow the search results by selecting additional attributes on the left side of the page.

Home > Search Results

[Share](#)

Showing Results For "Biodegradable"

15 Results

Sort by Most Relevant [List](#) [Grid](#)

In biodegradable

- Foodservice & Retail (1)
- HVAC & Pans (1)
- Janitorial & Facility Maintenance (7)
- Office & School Supplies (1)
- Storage & Shelving (5)

Availability

- ☐ Ships in One Business Day (2)

Brand

- ☐ C-Line Products (1)
- ☐ Cambro (5)
- ☐ Crocodile Cloth (3)
- ☐ Method (1)
- ☐ SpeedClean (1)

[View All Brand](#)

Type

- ☐ Accessory (1)
- ☐ File Folder (1)
- ☐ Foam (1)
- ☐ Hand Cleaner (1)
- ☐ Medium Duty (1)

Length

Height

Capacity

Color

Price

☐ Compare

[View Product](#)



Compostable Compost Bag, 48 Gallon, 0.85 Mil, Green 40 Bags/Box

Model #: WBB1871091

★★★★★

1

Add To Cart

\$71.95

Ships within 1 Business Day

☐ Compare



WORX® Biodegradable Hand Cleaner Stand-Up, 45 lb Pouch, 4/Pack - TI-2450

Model #: WBB3377405

★★★★★

1

Add To Cart

\$329.95

Ships within 1 Business Day

☐ Compare



SpeedClean SPOYBRT-CS - SpeedyBright Biodegradable Descaler/Limescale Remover...

Model #: WBB2098031

★★★★★

12

Add To Cart

Minimum purchase quantity is 12

\$52.95

Ships Same Day

☐ Compare



WORX® 3 lb. Reservoir Bottle for Biodegradable Hand Cleaner - II-9590

Model #: WBB3377201

★★★★★

1

Add To Cart

\$11.60

Ships in 2 Business Days

☐ Compare



Crocodile Cloth® Biodegradable Outdoor Cleaning Cloth Wipes, 60 Wipes/Pack - Pig...

Model #: WBB2304157

★★★★★

1

Add To Cart

\$180.00 Sold in packages of 8 / \$22.50 ea

Ships in 2 Business Days

☐ Compare



Cambro® Biodegradable Food Rotation Label, 21" x 11-1/4" White

Model #: WBB409027

★★★★★

1

Add To Cart

\$279.95

Ships in 2 Business Days

[Sustainability Now. 10 Moves Your Business Can Make Today.](#)



1.888.978.7759

11 Harbor Park Drive
Port Washington, NY 11050

Once a customer selects a specific product on the website, certifications and environmental attributes can be found within the product description and specifications provided for each product.

Global Industrial offers thousands of products with third-party environmental certifications, including: UL GREENGUARD®, UL ECOLOGO®, Green Seal®, EPA WaterSense®, Energy Star®, Safer Choice, and USDA BioPreferred®. By Selling these products to our customers, Global Industrial not only helps our customers meet their sustainability goals, but also helps protect the environment as well.

5. Does the Offeror offer any product take-back or recycling services? If yes, describe what services are available. If not, describe if the Offeror has any plans for the future:

Global Industrial does not offer any product take-back or recycling services. As a distributor of EPP products and not a manufacturer, Global Industrial does not have future plans for product take-back or recycling services.



Attachment 04 SAMPLE MASTER AGREEMENT



NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.



- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 **Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years (two renewals for two years each) at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 **Order.** Any Order placed under this Master Agreement will consist of the following



documents:

- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2** **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3** **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1** **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2** **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3** **Obligated Entities.** Obligations under this Master Agreement are limited to those



Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:
- 4.5.1.1** Political subdivisions, public agencies, and service districts;
 - 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
 - 4.5.1.3** Federally recognized tribes;
 - 4.5.1.4** Quasi-governmental entities; and
 - 4.5.1.5** Eligible non-profit organizations.
- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the



same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.8 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.9 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.



5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating.



Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. ~~Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on~~



~~rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. Global Industrial represents and warrants that the pricing being offered in this proposal is market competitive and makes no further representations or warranties with respect to pricing.~~

5.5 NASPO ValuePoint eMarketPlace

- 5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (i.e., hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.



- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings



approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.



- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices ~~discount percentages~~ contained in this Master Agreement or offered under this Master Agreement represent the ~~not-to-exceed-price~~ **minimum discount** to any Purchasing Entity.
- 6.1.1** All prices ~~and rates~~ **discount percentages** must be guaranteed for the term of the Master Agreement.
 - 6.1.2** Pricing shall be held static, or reduced, from order through delivery. No pricing increases between order and delivery shall be accepted.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** ~~Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payment terms shall be net thirty (30) days from date of invoice. Global Industrial requests the Participating Entity not place any purchase orders unless money has been appropriated therefor.~~ After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master



Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination.



Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries, except as noted below, will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Additional shipping charges for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process. Standard shipping charges for standard small package



shipments will be reflected on all quotes, orders, and invoices as prepay and allowed, FOB Destination, unless otherwise indicated. Standard small package shipments shall be defined as those weighing less than 70 pounds and that can be shipped in packaging that does not exceed the maximum size of 108" in combined length and girth. Such parcel shipments shall be dock to door. Standard freight and shipping charges for oversized and hazardous shipments will be reflected on all quotes, orders, and invoices as prepay and add, FOB Destination, unless otherwise indicated. Oversized and/or hazardous shipments shall be defined as any shipment that exceeds the parameters of small parcel shipments above, requires routing and services by LTL truckload carriers, full or partial truckload shipments, or dedicated truck shipments. Standard LTL shipments shall be dock to dock. Additional fees may be incurred regardless of shipment type 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).

- 8.1.2** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.



IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. In no event will Contractor be liable for any consequential, indirect, incidental, special, punitive, loss of profit, loss of use, or lost opportunity damages.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** ~~The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.~~ Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.



- 9.5.2** ~~If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.~~
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** ~~Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. Contractor shall pay for return shipping costs. In no event will Contractor be liable for any consequential, indirect, incidental, special, punitive, loss of profit, loss of use, or lost opportunity damages.~~
- 9.5.5** ~~No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met. Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted.~~

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as



set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
- 12.2.1.2** specified by the Contractor to work with the Product;



- 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance



covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a



Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that



(1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody



Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.3.3 The contractor is permitted to make subcontract(s) with any other party



for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Lead State shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;



- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity



shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment



to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

14.15 Discrimination. Discrimination (because of race, religion, color, national origin, sex,



sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

- 14.15.1** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 14.15.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- 14.15.3** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 14.15.4** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 14.15.5** The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.



14.15.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

14.15.7 The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.16 Accessibility. Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

XV. Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows



or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Holly M. Johnson, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT, KY 40622**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.



Exhibit 1

Description of Goods and/or Services, Prices, and Discount Percentages

SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services in the awarded categories below. Participating Entities/Purchasers can access the awarded items via the Contractors catalog link:

Products and Services are available to Authorized Purchasers .

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

PERCENTAGE OFF PER CATEGORY AWARDED

| <u>Category:</u> | <u>Percentage off all items in Category:</u> |
|------------------|--|
|------------------|--|

VALUE ADDED SERVICES (IF APPLICABLE)

RETURN POLICY



Exhibit 2 Environmentally Preferred Products

1.1 Description of Goods and/or Services, Prices and Discount Percentages or Environmentally Preferred Products (if applicable).

1.2 Terms and Conditions for Environmentally Preferred Products

Accurate Labeling of Environmentally Preferable Products (EPPs)

Offeror must certify in writing that all claims made about the environmental attributes of the products they are offering are consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. In addition, Offerors may be required to provide documentation, at the request of the Purchasing Entity that the products they are offering meet the Environmental Specifications for this contract.

Over the life of the Master Agreement if awarded, the Offeror must label the environmental attributes of all environmentally preferable products (EPPs) per the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Offeror if awarded, must provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

The Purchasing Entity reserves the right to require the Offeror if awarded, to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under a Master Agreement or Participating Addendum, if awarded.

1.2.2 EPP Sales Reports

The Purchasing Entity reserves the right to request from the Vendor quarterly sales data over the life of this contract. This information must include details about the environmental attributes of the EPPs sold on this contract consistent with the Environmental Specifications. To facilitate consistent reporting on this contract, the Vendor may be required to submit its sales report using the Purchasing Entity's Green Sales Report Template.

Training. Over the life of the contract, the Vendor at a minimum must offer educational/marketing materials and at least one training that can be accessed by contract users explaining its EPP labeling and reporting practices.

Enforcement. The Purchasing Entity may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this contract.



Exhibit 3 NASPO ValuePoint Detailed Sales Data Report Form

| Field Name | Field Description |
|-------------------------------|---|
| VENDOR | The awarded Contractor's name |
| VENDOR CONTRACT NUMBER | Lead State assigned contract number (using Lead State's numbering protocol) |
| STATE | State postal abbreviation code (Alaska = AK, Missouri = MO, etc.) |
| CUSTOMER TYPE (SEGMENT) | State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract] |
| BILL TO NAME | Customer (agency) Bill to name |
| BILL TO ADDRESS | Customer (agency) Bill to address |
| BILL TO CITY | Customer (agency) Bill to city |
| BILL TO ZIPCODE | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code] |
| SHIP TO NAME | Customer (agency) Ship to name |
| SHIP TO ADDRESS | Customer (agency) Ship to address |
| SHIP TO CITY | Customer (agency) Ship to city |
| SHIP TO ZIPCODE | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code] |
| ORDER NUMBER | Vendor assigned order number |
| CUSTOMER PO NUMBER | Customer provided Purchase Order Number |
| CUSTOMER NUMBER | Vendor assigned account number for the purchasing entity |
| ORDER TYPE | Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract] |
| PO DATE (ORDER DATE) | (mm/dd/ccyy) |
| SHIP DATE | (mm/dd/ccyy) |
| INVOICE DATE | (mm/dd/ccyy) |
| INVOICE NUMBER | Vendor assigned Invoice Number |
| PRODUCT NUMBER | Product number of purchased product |
| PRODUCT DESCRIPTION | Product description of purchased product |
| UNSPSC | Commodity-level code based on UNSPSC code rules (8 Digits) |
| CATEGORY | Product Category |
| LIST PRICE/MSRP/CATALOG PRICE | List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract] |
| QUANTITY | Quantity Invoiced (99999.999) |
| TOTAL PRICE | Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.99) |
| VAR/Reseller/Distributor | If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located |
| Energy Star Compliant | Yes = 1 No = 2 Energy Star Does not Apply = 0 |
| Optional | More information |

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Attachment 06 OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. **Insert Offeror responses into this worksheet directly below each question or prompt.**

I. OFFEROR INFORMATION

Legal Name of Offeror: Global Equipment Company Inc.

Address: 11 Harbor Park Drive

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

State of Incorporation: New York

Entity Type: C Corporation

Contact name: Brittany Garrett

Phone: 678-745-9817

Email: bgarrett@globalindustrial.com

Federal Tax: 11-3584699

Entity Type:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Liability Company
- ☒ Corporation

II. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

A. Proposal Contact Name: Brittany Garrett

B. Proposal Contact Title: GPO Partnership Manager

C. Proposal Contact Email: bgarrett@globalindustrial.com

D. Proposal Contact Phone Number: 678-745-9817

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III. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. Firm Offer. Proposal is a Firm Offer for 180 Days following the Closing.

B. Debarment. (Check one of the below.)

- ☒ Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

C. Non-collusion.

1. This Proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this Proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

D. Nondiscrimination in Employment. Offeror has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice includes giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

E. Data Disclosure to Foreign Governments and Prohibited Technology.
(Check one of the below.)

- ☒ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize

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covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

- ☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

F. Blocked Persons. Offeror and Offeror's employees, agents, and subcontractors are not included on: the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>

G. Conflicts of Interest. (Check one of the below.)

- ☒ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

H. Business Certifications. (Check if applicable)

- ☐ Offeror is a certified MWBE owned business, as defined in [KRS 45.560 - 45.640](#)

I. Required Insurance. Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment 4, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

J. NASPO ValuePoint Administrative Fee. Offeror agrees to pay a 0.25% administrative fee and submit summary and detailed sales reports to NASPO

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ValuePoint in accordance with Attachment 4, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.

- K. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment 8, Offeror Response Worksheet.
- L. Confidential, Proprietary, or Protected Information.** As set forth in Attachment 1, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 11, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- M. Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment 1, RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
- N. Understanding of the RFP.** Offeror acknowledges receipt of the RFP and all Amendments, if any. Offeror has read the RFP and all Amendments, if any, in their entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment 1, RFP Terms and Conditions,

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Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

- O. Performance under Master Agreement.** If awarded a Master Agreement, Offeror agrees to provide the Products and Services as described and meet or exceed the performance standards set forth in the final negotiated scope of work of the Master Agreement.

Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

DocuSigned by:

Donald McKenna

247060646474468...

Signature

4/29/2024

Date

Donald McKenna

Printed Name

Vice President, Sales

Title

dmckenna@globalindustrial.com

Email Address

516-608-7482

Phone Number

***Signature/submission is subject to exceptions submitted herein.**



Attachment 07 OFFEROR RESPONSE WORKSHEET

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

I. RESPONSE TO MANDATORY MINIMUM PROPOSAL REQUIREMENTS

To be considered for evaluation, Proposal must contain each of the following:

- Categories of Products and EPP (Attachment 02)
- Offeror Information, Acknowledgements, and Certifications (Attachment 06)
- Offeror Response Worksheet (Attachment 07)
- Percentage off List (Attachment 08)
- Market Basket (Attachment 8-1)
- Proposed Deviations to Sample Master Agreement (Attachment 09)
- Redlined Sample Master Agreement, if applicable (Attachment 04)
- Claim of Business Confidentiality (Attachment 10)

II. RESPONSE TO DESCRIPTION OF PRODUCTS AND SERVICES

- A. Attachment 2, Categories of Products and EPP. Offeror must complete the attachment.
- ~~B. Describe Offeror's plan for providing the Products and EPP (if applicable) identified in Attachment 02.~~
- ~~C. Provide evidence of Offeror's ability to provide the Products and EPP (if applicable) identified in Attachment 02.~~
- ~~D. Describe Offeror's ability to fulfill Contractor Responsibilities and Tasks identified in the Description of Products and EPP, Attachment 02.~~

III. RESPONSE TO TECHNICAL CRITERIA

- A. **Description of Products.** Offerors shall provide a full detailed description of their company and the products offered related to this solicitation. The Offeror shall provide a description of its ability to provide the products, supply chain distribution, stock items, outages notifications, environmental efforts within the company, geographic availability, etc.

Global Industrial intends to provide the vast range of products and services for maintenance, repair and operations requested by NASPO ValuePoint by leveraging over one million products on found our industry leading website, www.globalindustrial.com. Additionally, Global Industrial provides a highly experienced team of sales associates specializing in supporting public sector entities, over 2.5 million square feet of distribution space within the United States and full color catalogs that feature the products that keep customers going day after day.



Our public sector account management team is backed by an impressive support network that provides a multitude of services that will enable Global Industrial to provide the products and services requested by NASPO ValuePoint Participating States and Participating Entities. These include marketing assistance through print, email, web and other verticals from our marketing, creative and web development teams, logistical and distribution support provided by our amazing operations team, value added services such as access to our Global Industrial Exclusive Brands™, Subject Matter Experts and Territory Sales Managers, bid and cross reference services, product line sourcing, sales support, technical resources and support, financial support through qualified lines of credit evaluated by our accounting department as well as outreach and training resources for both internal associates and external participating entities.

For 75 years, Global Industrial has been an industry leader in providing Global Industrial Exclusive Brands™ and leading commercial and industrial equipment and products to government and commercial institutions throughout North America. We carry over 1,700,000 industrial, material handling, janitorial, and maintenance, repair, and operations products that are sold through our website, corporate sales associates, and full color catalogs. We are constantly increasing our product offerings to meet the diverse and changing needs of our customers.

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

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

We know that receiving product in a timely manner is of paramount importance to our customers, especially when it concerns products necessary for maintenance, repair and operations of facilities and environments within the public sector. Each and every product on the Global Industrial website displays a clear lead time expectation when the customer inputs the destination zip code within the designated field. When a product is regrettably out of stock, our website will indicate this at the top of the product page. Even if an item is on backorder, the website will indicate the estimated lead time. However, if the backorder occurs after an order has been placed our system will automatically email the purchaser to inform them of a change in the estimated shipment date.



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In addition to accurate lead times, our website has in-depth product descriptions, details, specifications, and photo galleries for all products. It also boasts new and exclusive content that explains product features and benefits, as well as product videos showcasing the products themselves. These demonstrations and detailed descriptions give customers the chance to put products “in their hands” before an actual purchase is made.

ENVIRONMENTAL SUSTAINABILITY



AT GLOBAL INDUSTRIAL, G.R.E.E.N. IS IN OUR DNA



At Global Industrial, we strongly believe in reducing our carbon footprint and providing an environmentally sustainable workplace. Environmental responsibility is an important aspect of our business mission. In addition to doing our fair share for the global environment, it is our hope that our demonstrated commitment to sustainability initiatives will serve as a positive



model of corporate civic responsibility in the communities in which we serve. Associates at all levels are required to follow Company procedures designed to comply with local, state, and federal environmental laws and regulations. We strive to minimize the environmental impact of our operations in the communities in which we operate, and to be mindful of conservation of natural resources. In addition, we continually work toward reducing our environmental footprint through various sustainability initiatives.



GEOGRAPHICAL IMPACT ON OUR COMMUNITIES

Geographical Impact on Our Communities – One of Global Industrial's product lines includes both indoor and outdoor water bottle filling stations with multiple options for dispensing refrigerated, filtered water. Three of the models in this product line include build-in sensors that measure the number of equivalent, single-use plastic bottles saved for every 20-ounces of water dispensed into a reusable bottle. Using water bottle filling stations such as those offered by Global Industrial enhances sustainability by minimizing dependency on disposable single-use plastic bottles. Additionally, in 2019, Global Industrial completed the installation of electric vehicle charging stations at our corporate headquarters. Our new distribution center in Toronto, Canada, also offers charging stations for electric vehicles. By installing the electric vehicle charging stations, we are encouraging the use of renewable energy while decreasing dependence on fossil fuels.

Request for Proposals for
Facilities MRO and Industrial Supplies

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RECYCLING & WASTE REDUCTION

Recycling and Waste Reduction – All of our distribution centers have a cardboard recycling process in place. Recycling cardboard significantly reduces the volume of waste Global Industrial sends to landfills. Global Industrial is currently exploring an initiative aimed at reducing consumption of single-use plastic bags by instead utilizing certified recycled paper bags that are biodegradable for packaging our hardware included with certain Global Industrial Exclusive Brands™ products. This initiative, once fully implements, could result in the elimination of up to 150,000 single-use plastic bags annual based on the current scale of our business. Global Industrial Exclusive Brands™ include products from the Global Industrial®, Nexel®, and Interior® lines. Finally, Global Industrial has made great strides in its foam reduction initiative. As of June 30, 2023, the packaging of approximately 1,136 Global Industrial Exclusive Brands™ products has been successfully re-engineered to exclude foam. Over the course of a year, the impact of our foam reduction initiative represents a decrease in the amount of foam waste deposited in landfills by over 135,000 pounds, or the equivalent of 97,707 cubic feet.



ENERGY USE & MINDFULNESS

Energy Use and Mindfulness – In our distribution centers, we use a software platform that optimizes and reduces the size of cardboard boxes when packaging our products. The platform endeavors to match product size to box size as closely as possible in an effort to improve space efficiency while reducing consumption of packaging materials. This not only translates into lower freight costs, but also lower and more efficient utilization of transportation-related energy consumption. In addition to using software designed to optimize box selection when packaging our products, Global Industrial also strives to ensure, where possible, that in-stock Global Industrial Exclusive Brands™ products are shipped to our customers, from the distribution center closest to the delivery address. Shipping from the nearest distribution center increases efficiency while decreasing shipping time and fuel emissions. Also, most of our facilities, including our newest distribution center in Toronto, Canada, use programmable thermostats with temperature setbacks to control energy consumption. These thermostats are designed to be eco-friendly in that they help to decrease the greenhouse gas emissions associated with energy consumption at our facilities.



ENVIRONMENTALLY-FRIENDLY SOLUTIONS

Environmentally-Friendly Solutions – One of Global Industrial's product lines includes an outdoor bench and matching picnic tables and trash containers in multiple colors, all of which use post-consumer waste. These products are long-lasting and made primarily from recycled plastic, saving trees and reducing waste in landfills at the same time. Global Industrial also offers sustainable packaging options, such as its line of Global Industrial® corrugated boxes, which come in varying sizes and strengths. Further, Global Industrial is continuing its innovative efforts with plans to introduce additional sustainable options for our customers' packaging needs all while keeping the environment at the forefront. And finally, Global Industrial offers thousands of products with third-party environmental certifications, including: UL GREENGUARD®, UL ECOLOGO®, Green Seal®, EPA WaterSense®, Energy Star®, Safer Choice, and USDA BioPreferred®. By selling these products to our customers, Global Industrial not only helps our customers meet their sustainability goals, but also helps protect the environment as well.



NATURAL RESOURCE CONSERVATION

Natural Resource Conservation – Continuing a strategy that began several years ago, currently 66% of our U.S. distribution centers, our new distribution center in Toronto, Canada, and our corporate headquarters have LED lighting. LED lighting significantly reduces the energy required to light our facilities, while also decreasing attendant costs. Furthermore, when we convert a facility from fluorescent lighting to LED lighting, we recycle the fluorescent bulbs. Additionally, most of our lights are equipped with either motion sensors or timers to further control energy consumption in our facilities. In designing our distribution centers and when upgrading our facilities, we look to use energy-efficient HVAC sources, including split-unit HVAC systems, and high-temperature and direct gas-fired air heaters. By preferentially using energy-saving HVAC systems, we have lowered the amount of greenhouse gases and carbon emitted from our facilities.



5 Locations Throughout the United States

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

- Georgia, Buford 2505 Mill Center Parkway, Buford, GA 30518
- Nevada, Las Vegas 3700 Bay Lake Trail, North Las Vegas, NV 89030
- New Jersey, Robbinsville 24 Applegate Drive, Robbinsville, NJ 08691
- Texas, DeSoto 2119 North I-35E, Building 3, DeSoto, TX 75115
- Wisconsin, Pleasant Prairie 8123 116th Street, Pleasant Prairie, WI 53158

Our multiple distribution centers and offices across the United States and Canada allow our customers to receive quality products at very competitive prices. Global Industrial currently operates seven distribution centers in the following locations: Buford, GA; DeSoto, TX; North Las Vegas, NV; Pleasant Prairie, WI; Robbinsville, NJ; Calgary, Canada and Toronto, Canada. These seven distribution centers comprise a network of nearly 2,500,000 square feet of distribution space. This network enables Global Industrial to provide products to NASPO ValuePoint Participating Entities across the United States and beyond.

We pride ourselves on our high level of customer service and are known for our exceptional sales staff, which includes dedicated account managers, strategic account managers and support associates. Our mantra, We Can Supply That®, is proven by our focus on our customers' experience. We are dedicated to one-call resolution for any question or issue our customer may have because we truly want our customers to be delighted with us and our products. Our highly personalized digital and high-touch customer interaction has given us a strong and loyal customer base with a truly differentiated customer experience.

Last, but not least, Global Industrial is united by the core values of accountability, integrity, and customer service. These three values are heavily entwined in our day-to-day operations on every level. Our associates are experts at creating relationships with customers that are valued and trusted, going beyond providing product information. These attributes are executed with a sense of urgency as part of our commitment to our customer. We further operate with a high level of integrity in our quest to be your go-to destination for solutions that deliver both value and cost efficiency. We don't compromise on ethics, and always strive to honor our obligations to others. We are honest and up-front with our customers because that's what we want as customers. That's why our focus on customer service includes a willingness to evolve to meet the needs of our customers. Finally, as a company, Global Industrial embraces new ideas and relies on collaboration and teamwork to continuously improve on how we meet these core values, and our customers' needs.



B. Company Information

1. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

Our company, Global Equipment Company Inc. was founded in 1949 and conducts business under the names Global Industrial and Global Industrial.com. Global Industrial is a subsidiary of Global Industrial Company, which is listed on the New York Stock Exchange (GIC). Our world headquarters is located in Port Washington, New York.

2. **Company Size.** Identify the number of employees working for your company.

Throughout all our operations and business units, Global Industrial is an organization of just over 1,600 associates, with 400 of those associates in customer-facing roles which support customers across all channels.

3. **Ownership Structure.** Describe your company's ownership structure.

Global Equipment Company Inc. (Global Industrial) is a wholly owned subsidiary of Global Industrial Holdings LLC, which is a wholly owned subsidiary of Global Industrial Company.

4. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

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

5. Any additional information about the Offeror's company that could pertain to this RFP, if applicable.

Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a discount off its already reduced web price. "Web price" is defined as the price shown 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. The prices shown on Buyer's personalized online account, or provided by its dedicated representative, on the date of purchase will be inclusive of this discount. Products already reduced in price for inventory



reduction or promotional purposes, as well as special order or custom products, may not be eligible for additional discount. Shipping and handling charges are also ineligible for discount. 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.

Our Public Sector team includes the following components:

- Public Sector 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
- GPO Partnership Manager – Tasked with establishing and maintaining partnerships with NASPO ValuePoint, reporting functions and management of the Public Sector Bid Specialists, also attends industry events in support of contractual agreements and partnerships
- 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
- Public Sector Account Managers – Exclusively manage public sector and higher education customers, responsible for establishing, building and maintaining relationships with NASPO ValuePoint Participating Entities
- Territory Sales Managers – 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 NASPO ValuePoint Participating Entities
- Inbound Sales Team – Specializing in customer support, will process quote and order requests from NASPO ValuePoint Participating Entities
- Government Reseller Team – Tasked with the facilitation of strategic partnerships with small businesses to enable Participating Entities to meet their socio-economic diversity goals
- Senior Manager, Sales Contracts & Compliance – Located in our legal department, responsible for review, negotiation and compliance with terms of the agreement
- 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 NASPO ValuePoint Participating Entities

C. Customer Service

1. How will the Offeror service a Participating Entity's account if awarded? Does each representative have access to the Participating Entity's account information to best help them?

The primary point of contact for each Participating Entity will be a designated public sector account manager. Purchasing Entities can contact their dedicated Account Manager directly for assistance with product questions, special requests and needs as well as consulting on



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larger projects. Account Managers can also aid Purchasing Entities by engaging the support of our certified safety professionals and our Territory Sales Managers. Additionally, Global Industrial's Inbound Sales agents are available to assist a Purchasing Entity during the business hours of Monday through Friday from 7am to 9pm ET. Our Inbound Sales agents can be reached by phone at 1-800-607-8520.

NASPO ValuePoint Participating Entities are assured that each representative of Global Industrial has access to the Participating Entity's account information.

2. Hours of operation if help is available via phone, a chat function online, etc. 8:00 am to 5:00 PM in EACH time zone would be preferred. Including an emergency contact with phone, email etc. of whom to contact after hours. Include in the response if the Offeror has a dedicated phone line or staffing for government sales.

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

Hours of Operation: 6am to 11pm, Monday through Friday (excluding some holidays)
Online Chat is also available on the Global Industrial website (www.globalindustrial.com) from 9am to 6pm on Saturday and Sunday.

Should a customer require assistance regarding an order, our Customer Support team 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:

- 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

Additionally, customers can access a variety of customer service related functions by logging into their online accounts.



Emergency Contact:
Brittany Garrett
(678) 745-9817
bgarrett@globalindustrial.com

3. Describe how Customer Service can assist a Purchasing Entity with finding sustainable and/or other products.

Global Industrial's Inbound Sales agents are available to assist a Purchasing Entity with finding sustainable and/or other products Monday through Friday from 7am to 9pm ET. Our Inbound Sales agents can be reached by phone at 1-800-607-8520. Additionally, Purchasing Entities can contact their dedicated Account Manager directly for assistance with product questions, special requests and needs as well as consulting on larger projects. Account Managers can also aid Purchasing Entities by engaging the support of our certified safety professionals and our Territory Sales Managers.

4. Describe the Offeror's quality assurance measures for both orders and any other customer service-related quality assurance measures.

First, our underlying pillar is our ACE strategy = Accelerating Customer Experience. Global Industrial offers an engaging sales team and Account Manager along with a team of around the clock Customer Experience associates to respond to customer inquiries in various means of communication. Additionally, we have organizational metrics where accuracy and delivery statistics are reviewed. Through continuous improvement evaluations, we conduct research to identify preventative solutions.

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.

Along with the customer support of specific questions regarding product availability, lead times, and delivery estimates, Global Industrial has organizational reporting of item fill rates, service/delivery performance, and quality tracking. From this data, we can narrow the emphasis on areas of opportunity in the supply chain from vendor through distribution center operations to carrier.

When standards are not met, our Customer Experience team is the first line of direct customer interaction to address the issue. Then, whether a specific situation or general data trends, we categorize metrics such as accuracy and timeliness for review by the proper teams. These departments include Inventory, Product Management, DC Operations, and Operational Excellence who collaborate and deep dive root cause. Options are developed to counteract future failure to strive for improved customer satisfaction.



5. If there is an issue with an order placed or any other customer service issue, how are those addressed?

Should a customer require assistance regarding an order, our Customer Support team 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:

- 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

Additionally, customers can access a variety of customer service related functions by logging into their online accounts.

6. Describe Offeror's ~~return~~ **substitution** policy that would apply if awarded a Master Agreement. Forced substitutions will not be allowed. Explain how the Offeror notifies customers of an out- of-stock item(s) including if Offeror notifies customers about how the equivalent item compares to the out-of-stock item.

If awarded a Master Agreement, Global Industrial will not substitute any product without the consent of the Participating Entity. Global Industrial does not force substitutions on any customer. If an item or items are out-of-stock, Global Industrial will notify the purchaser by means of email regarding any potential delay or change that impacts delivery of the order. If the customer is unable to wait for the item or items to return to stock, the customer is able to cancel the order provided the item is not marked as non-returnable and/or non-cancellable. Special order and custom items are non-returnable and/or non-cancellable. Optional alternates will be presented to the customer by either our Customer Success team or by the Participating Entity's designated public sector account manager. The customer holds the decision to move forward with a substitute item, which will require placement of a new order. If the customer selects a replacement, the customer will receive a new Sales Order Confirmation via email indicating the new order has been placed that provides an updated expected shipment time frame.



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When a product is out of stock, our website will indicate this at the top of the product page. If an item is on backorder, the website will indicate the estimated lead time. However, if the backorder occurs after an order has been placed our system will automatically email the purchaser to inform them of a change in the estimated shipment date. Our system will not automatically substitute an item that is unavailable or backordered. Participating Entities can contact their dedicated Account Manager to obtain information regarding options for an equivalent product as well as product specifications and comparisons.

7. Describe the Offeror's online ordering system that Purchasing Entities would use to create a profile, place orders, track orders and other functions the system could have. If there are other ways to order Products, indicate that as well including connecting to eProcurement systems.

NOW EASIER THAN EVER TO STAY UP-TO- DATE WITH YOUR ACCOUNT

We offer 24/7 self-service capabilities so you can manage everything about your order, delivery, or account – in less time.

Track Your Order
Easily Track Your Order Status on Any Device

Sign in to Receive Text
Easily Track Your Shipment With Text Notifications

Pay Your Invoice
Pay Your Invoice – Easily

Request an Invoice
Request an Invoice, Commercial Invoice or Packing Slip – Easily

Auto Reorder
Convenient Way to Create a Subscription for the Product

Global Industrial offers a state-of-the-art ordering experience 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.

Account management tools on our site truly make our customers' businesses more successful and lives easier. By accessing their dedicated account, customers can manage billing and payments, change or update account information, view orders, create shopping lists, retrieve quotations and more.

In addition to 24/7 availability and creation of shopping lists, customers can also order inventories, making it easier and faster for subsequent orders throughout the year. Using



shopping lists is a convenient option for customers to manage multiple users who are purchasing a predetermined selection of product.

Global Industrial has incorporated powerful web-based tools that provide the ability to approve or deny purchases from authorized users within the account. This is accomplished through user roles and spending limits.

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

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





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

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

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

Global Industrial offers an extranet buying experience 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.



| | | | |
|--|---|---|---|
|  eProcurement Control Global Industrial gives you an iron grip on the entire purchasing process. We are committed to connecting the lines between your business needs and the eProcurement solutions you're looking for. |  eProcurement Products When you shop from Global Industrial you're shopping from a supplier that offers a wide assortment of products from your lobby to your loading dock. |  eProcurement Team We have a dedicated eProcurement team to help us get connected to your eProcurement system. From there, we do the heavy lifting so you can get what you need to finish the job on time. |  eProcurement Integration When you integrate with Global Industrial, you get help with rogue spend plus a direct line of sight into your spend. |
|--|---|---|---|

Global Industrial can support either EDI or CXML implementation which ultimately lowers our customers' transactions costs by eliminating manual, paper-based procurement processes. Additionally, we have full integration with some of the biggest online marketplaces. This includes, but is not limited to, eBay, Amazon, Shopping.com, and Pricegrabber.

Global Industrial has EDI integration with most of our top vendors and that keeps our inventory information fresh. We also have the ability to provide and process any type of data feed, such as product, inventory, orders, etc. in multiple formats (ex. CSV or XML).

Provisioning an e-procurement system with data is one of our core strengths. We have a large roster of customers that currently shop directly through our extranet portal. We are on the Ariba Supplier Network and have created punch-out catalogs for customers on that platform. Our punch-out catalog technology provides paperless purchase orders, a self-service solution, and strong accountability, and it allows buyers to seamlessly purchase online through their procurement application without limitations of set business hours.

Global Industrial's punch-out catalog offers many features and benefits. The most common are being able to offer a large selection of products, reflecting preferred pricing as the buyer is shopping, outstanding quality, same day shipments on most orders, shopping convenience, in depth product information with photo galleries, callouts and videos, exclusive Global Industrial branded products, extended service plans, and customer reviews. Our sales professionals are able to maintain high standards of customer service and support with outstanding product



knowledge because Global Industrial thrives on giving our customers best-in-class service and we want to ensure we are confident in doing so.



In addition to using the Global Industrial website to make purchases, Participating Entities are able to place orders using purchase orders and credit cards through their dedicated Public Sector Account Manager or through our Inbound Sales team. Purchase orders can be emailed directly to the assigned Public Sector Account Manager for processing as well. Customers may also contact their Public Sector Account Manager by phone directly or by calling 1-800-607-8520 to place orders.

8. What is the Offeror's return policy?

If you are not satisfied with a product, please contact us within 30 days of receipt. A refund may be arranged excluding freight charges upon inspection. Returned merchandise is also must be shipped in original packaging, freight prepaid, unused, and in resalable condition. Returned merchandise is also subject to a 15% restocking fee. Global inspects all returns and reserves the right to refuse credits on damaged, used, or non-resalable items. Your only obligation is the freight charge and stocking fee where applicable, provided your return is complete with original packaging, all documentation, warranty cards, cables etc. Global reserves the right to authorize product returns after 30 days have passed from the invoice date. If the product is accepted after this period, it is subject to a 15% restocking fee and credit will be issued toward future purchases only.

Shipping and handling charges are non-refundable for all returns. The customer may also be responsible for return shipping charges, insurance, and shipment tracking for returned merchandise. For certain returns, UPS Shipping Labels are provided. Please note that while shipping labels may be issued for your convenience, return shipping charges may be incurred depending on the reason(s) for the return request. If you require an estimate of these return shipping costs, please call Customer Service at (800) 645-2986. If an order ships prior to the cancellation request, the customer is responsible for any freight charges incurred.



Certain Products are Non-Returnable and/or Non-Cancelable.

Once you place 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) your order is considered non-cancelable. Any custom-cut, customer built, or special-order items purchased by you are also non-returnable. Leased and hazardous items are also non-returnable. Contact customer service for a complete list of applicable products.

D. Data Security

1. Describe the standard security measures, including PCI compliance for the Offeror's company. Some states may have additional data security requirements, which the Offeror must work with each Participating Entity if applicable. Describe an instance that a customer had additional security needs and how the Offeror adapted.



Global Industrial is PCI, Sox & Nist Compliant. Our website is dedicated to ensure a secure shopping experience for each and every customer. We take every measure to protect the loss, misuse, and alteration of the information under our control.

We employ 128-bit encryption technology in all areas of the Site which require you to provide your personal or account information, including those areas related to online ordering and order status. The Site utilizes industry-standard firewalls and Secure Sockets Layer (SSL) technology to allow for the encryption of potentially sensitive Personal Information, such as your name, address and credit card number.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not share your password with anyone. You should recognize, however, that no computer system is fully secure and that there are inherent risks associated with Internet transactions. Unfortunately, the transmission



of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website. To make sure you have the latest security features on your browser, you may want to download the most recent version of your favorite browser, which should have full SSL support.

Global Industrial's full Privacy Policy can be viewed on our website at the following link:
<https://www.globalindustrial.com/privacy>

2. Included in the response include where data is stored including any back up servers.

All of Global Industrial's cloud datacenters are located within the United States.

3. Has the Offeror had a data breach within the last 5 years? How quickly was the end user notified, the issue resolved and talk about any other outcomes.

Global Industrial has not had a data breach within the last 5 years.

E. Reporting

Participating Entities will have different needs when it comes to reporting. Describe Offeror's reporting capabilities including customization. (e.g., sales reporting, sustainability reporting, sustainable labeling available, usage reports, any other state reports needed by a Participating Addendum etc.).

Global Industrial can meet and exceed the reporting requirements as requested by the NASPO ValuePoint terms and conditions.

Global Industrial aims to be a valued partner for our customers and recognizes that part of that partnership is making sure our customers receive as much intelligence regarding their buying as they desire. The combination of accessible sales data from within the Global Industrial website and our analytics capabilities outside of the website provides our customers with powerful information to better understand their purchasing trends.

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.

From within a customer's dedicated account on the Global Industrial website, customers can view their order history and spending savings. Our site enables our customers to review and report on all of their orders from within different time ranges, along with providing details into the cost savings they have generated with their purchases from Global Industrial.



Outside of our website, our capabilities expand. We have the ability to create 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. Our team is also proficient in querying data directly from our databases. In turn, we can also quickly create analyses in a variety of formats, including Excel, Tableau and PowerBI.

Additionally, Global Industrial offers business reviews, scheduled at the cadence established by the customer and the Account Manager. These business reviews can highlight spend by different views such as purchases by category, Global Industrial Exclusive Brands™ purchases, spend year over year or for a predetermined timeframe.

Global Industrial can provide customized reporting for each customer using a variety of data points included, but not limited to the following:

| | | |
|--------------------------|------------------|-----------------|
| Account Number | Brand | Account Manager |
| Account Name | Unit of Measure | Freight Amount |
| Order Number | UNSPC Code | Sales Tax |
| Order Date | Category | Invoice Total |
| Quote Number | Parent Category | |
| Quote Date | Carrier | |
| Item Number | Tracking Number | |
| Item Description | Ordered By | |
| Quantity | Email | |
| Extended Item Price | Ship to Address | |
| Invoice Number | Ship to City | |
| Invoice Date | Ship to State | |
| Order Type | Ship to Zip Code | |
| Order Status | Ship to County | |
| Manufacturer Part Number | Payment Method | |
| Manufacturer Name | Customer PO | |

F. Implementation Plan

Implementation of a Master Agreement, if awarded is vital to the Participating Entities. Describe in detail the Offeror's implementation plan including an estimated timeline to include at minimum the following points:

1. Detailed specific information, resources, and assistance the Offeror will require from each Participating Entity to implement the Participating Addendum.

Global Industrial has the resources available to implement a Master Agreement and Participating Addendums in a timely manner. Once a Participating Addendum has been executed with a Participating Entity, Global Industrial will require information from the Participating Entity with regards to their purchasing trends. We will meet with the Participating Entity to discuss their high run rate purchases, as well as their usage history with regards to MRO products. Additionally, we



will review their purchasing process to gain understanding of how their users will choose to interact with Global Industrial.

Global Industrial will also request a time to conduct a webinar introduction with the Participating Entity to review implementation steps and expectations.

2. Describe how soon from execution of a Participating Addendum the online ordering system will be available to each Participating Entity. If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.

Global Industrial has an e-procurement team solely dedicated to the development and maintenance of e-commerce environments for our customers.

Global Industrial can typically complete online ordering integration through a dedicated punchout environment in four weeks or less, dependent upon the testing results and the scope of the requirement.

We have the ability to block out categories and sub-categories from being seen by users within our punchout environment. Users are also able to view their quotes, track their orders and create re-orders if needed. The Global Industrial punchout also provides users with the ability to create a shopping list for continually purchase items instead of creating new carts each time a purchase is required. There is also functionality to add a logo to the right-hand side of our landing page if warranted.

3. Describe in detail the Offeror's experience when implementing customer relationships of equivalent size and complexity.

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 NASPO ValuePoint. Our contracts are with a wide range of public sector entities, from national and regional cooperatives to local cooperatives and state contracts.

4. Describe any customization abilities for different States or political subdivisions within a Participating Entity.

Global Industrial is one of the largest value-added industrial distributors of industrial and maintenance, repair and operations (MRO) products in North America.

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.

Global Industrial offers varying integration capabilities and can customize the solution to meet the purchasing needs of the Participating Entity. 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.

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

Global Industrial will engage our marketing department to develop and distribute a customized and co-branded contract award announcement to include logos from both Global Industrial and the Participating State. The contract award announcement will be sent via email to Global Industrial's existing public agency customers in the Participating State. This announcement will incorporate the following elements:

- Contract name
- Contract number
- Major product categories covered by contract
- Interactive links to the Global Industrial and Participating State websites
- Contact information for their respective Global Industrial Public Sector Account Manager

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

Global Industrial presents the following marketing plan for 30, 60, 90 days and beyond (subject to mutual agreement of both parties).

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

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

- Contract name
- Contract number
- Major product categories covered by contract
- Interactive links to the Global Industrial and Participating State websites



- Contact information for their respective Global Industrial Public Sector Account Manager

Global Industrial Account Managers will follow up with existing public agency customers within the Participating State 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.

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

Additionally, during this time period Global Industrial's web development team will be tasked with adding the Master Agreement details and contact information to our Global Industrial Public Sector webpage: [Global Industrial Public Sector Webpage](#).

The screenshot shows the Global Industrial Public Sector webpage. At the top, there is a header with the phone number 1.888.978.7759, navigation links for Browse History, Customer Support, Chat, and Catalog, and a language dropdown set to English. Below this is a search bar with the text "Enter a keyword or part number" and buttons for Track Order, Sign in/Register, and My Cart. A navigation bar includes links for Shop All Categories, Shop by Industry, Deals, Exclusive Brands, New Products, Public Sector, and Knowledge Center. A red banner below the navigation bar states "NEWLY REDUCED FLAT RATE SHIPPING STARTING AT \$9.99* Terms and conditions apply". The main content area features a large blue banner with the text "GLOBAL INDUSTRIAL PUBLIC SECTOR. From Education to Government, and beyond, we have the products and solutions to keep your agency running efficiently." and a button "Get In Touch With Us". To the right of the banner is an image of a classical building with columns and an American flag. Below the banner is a navigation bar with links: Get Started Here, Contract Vehicles, Benefits, Contact us, Small Business Reseller Alliance, Resources, and Government Resources. The page is divided into two columns. The left column is titled "Industry-Leading Ecommerce Solutions" and includes an image of hands typing on a laptop with a shopping cart icon. The right column is titled "Account Management Solutions" and includes an image of hands holding a pen over a tablet displaying a line graph.

Industry-Leading Ecommerce Solutions
From federal, state, and local government offices, public and private educational institutions, healthcare, and military facilities, we have the means to support thousands of Public Sector agencies across North America.

Account Management Solutions
Our sales representatives, dedicated account management team, and partners are standing by to ensure you receive the products and services you need most.



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.

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.

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

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

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.

Upon the award from NASPO ValuePoint and Participating States, the Global Industrial Sales Enablement team, in conjunction with our executive leadership, will design and implement a comprehensive training program to educate its national sales force about the contract.

The training sessions will include the following key elements:

- Explanation of the solicitation process
- Pricing standards established by an agreed upon contract
- Thorough examination of product categories covered by the contract
- Educating new and existing public agency customers as to how and where to use the agreement
- 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 NASPO ValuePoint and Participating States
- Participation and training provided by NASPO ValuePoint and Participating States, if applicable

Additionally, each Participating State, political subdivision or entity can have a dedicated secure e-commerce connection with Global Industrial that links to the Master Agreement and Participating Addendum structure. Global Industrial has the functionality to customize our e-commerce site by limiting categories and sub-categories as well as adding an entity logo to the page.

G. Other Products: If proposing for Category 15, Offerors must provide a detailed description of the product categories they are proposing and why they do not fit into the already defined categories. The Lead State reserves the right to approve/deny any additional Product Categories proposed. Offerors should note that not all Participating Entities may adopt Category 15 in their Participating Addendum.

H. Additional Services that Add Value if Awarded (not scored)

This Section is required to be part of the Offeror's response. This information will be used if the Offeror is awarded a Master Agreements. However, this area is not scored as part of the evaluation of the RFP.

Offerors are encouraged to include value-added solutions that may improve or enhance a Participating Entity and Purchasing Entity's use of the Master Agreement, including products, services or both offered, if awarded.

1. **Installation of Products (if applicable).** Describe the Offeror's ability to provide non- third-party installation services of products or equipment that a Participating Entity(ies) may choose to award in their Participating Addendum. Some States may be limited by State rules when it comes to installation of equipment, for instance, electric vehicle charging stations are a Public Improvement. Include in the Offeror's response, if there are any instances a warranty may be voided if not installed by the Offeror.

Global Industrial now offers third-party installation and enhanced project services for products and/or equipment to Participating Entities through partnerships with the best installers throughout the United States. Through our installation and project support team, Global Industrial creates a full-service solution that is simplified and allows the customer to streamline the number of vendor partners. Our goal is to offer a simple, one-stop experience by providing products and services needed by Participating Entities.



Our capabilities include:

Shelving and Pallet Rack Installation
Mezzanine and Modular In-Plant Office
Cubicle Configuration
Office Furniture Layout (desk/chairs/whiteboards)
White Glove Service and Delivery for Assembled Items

To get started, Participating Entities should contact their assigned public sector account manager and provide a brief description of the project and/or service. Additionally, customers should provide the full site address for the location where the work is to be performed, estimated start and end dates, labor requirements (union or non-union) and working hours.

Additional questions may be required may include, but are not limited to, the following:

Will the site have power?
Will the customer provide necessary permits?
Will the customer manage the inspections?
Will the customer forklift/scissor lifts be available at all times to the installer?
Will the area be free/clear of obstructions?
Will there be a staging area available for products until we need them?
Will trash containers be provided (compactor/dumpster)?
If trash is collected, will the customer remove it off site?
Are there special safety concerns and/or needs?
Are there any specific customer requirements and/or needs?

Note: 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.

Note: 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.

2. **Warehouse Management Solutions.** If applicable, describe a warehouse management solution that the Offeror has the ability to offer a Participating Entity.

Global Industrial does not provide a warehouse management solution at the time of submittal.



3. **Disaster Recovery Plans and Services.** Describe Offeror's emergency management plan to aid Participating Entities during an emergency or disaster recovery. Be specific as to response time, product availability, how to best contact the Offeror during an emergency and other services offered. Include an example of a time the Offeror assisted a State during an emergency. DO NOT include the Offeror's disaster recovery plan for Offeror's own company.

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.

In the event of an emergency outside of our normal working hours, Global Industrial can be reached by calling 1-800-607-8520 or engaging the chat services through www.globalindustrial.com.

Our website clearly indicates the expected lead times for all products, setting realistic expectations for our customer, and aiding in better project and product planning.

Emergency or rush deliveries requested by the Participating Entity that require special accessorial charges will be added to the invoice on a separate freight line. This information is available upon request as it is dependent upon the type of products, quantities, point of origin as well as the destination. We understand that at times there is a need for an expedited shipment for various factors ranging from project deadlines, the start of school to important visitors coming to the facilities. For some products, depending on their size, quantity, point of origin and destination, we may have options available to ship next day, second day or third day air. Please be sure to ask your Public Sector Account Manager before the order is placed so we can make sure our Customer Service teams are notified and ready to assist.

Due to customer confidentiality requirements, we are unable to provide an example of a time Global Industrial assisted a State during an emergency.





Global Industrial's website also features helpful information for customers related to emergency and recovery preparedness:

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

4. **Use of Diverse Suppliers.** Each State has different reporting, statutes and rules that apply to ensure the use of diverse business's (e.g., small business, woman owned, veteran owned, disadvantage and other business's). How does the Offeror intend to use and of these businesses? Provide a plan including how the use of a small business or other identified types would be used if a Master Agreement was awarded. This will be addressed at the Participating Addendum level with States that have requirements may vary.

Global Industrial is here to partner with Participating Entities to help them achieve their socioeconomic goals by working with small business, woman owned, veteran owned, and other disadvantaged resellers.

With that in mind, Global Industrial created our Small Business Reseller Alliance to benefit suppliers with small business, woman owned, veteran owned and other certifications who are interested in connecting with public sector entities. Global Industrial provides valuable key resources to suppliers that are part of our Small Business Reseller Alliance such as marketing assistance, logistical and distribution support, value added services, bid and cross reference services, product line sourcing, a private label program, sales support, technical resources and support, financial support through qualified lines of credit, outreach and business development training and co-marketing plans. Our Small Business Reseller Alliance partners are able to leverage the vast resources of Global Industrial to reach customers within the public sector.

Global Industrial intends to partner with our Small Business Reseller Alliance to aid Participating Entities in meeting their purchasing requirements.

5. **Discounts or Other Incentives.** Additional discount options are encouraged, which can distinguish between individual order minimum quantities and other discount terms that may be defined by the Offeror for the evaluation committee to consider. Extensions of additional discounts past the Master Agreement's initial term are not required but may be offered. If a Offeror has other incentive programs than discounting product, for instance a rebate program that could be offered, include that in the Proposal response as well.

In addition to the proposed discount percentage off list per category described in Attachment 08 – Cost Proposal, Global Industrial does not use Manufacturer's Suggested Retail Price, but instead offers a 10% discount off its already reduced web price for all categories of products not described in Attachment 08 – Cost Proposal. "Web price" is defined as the price shown on our website, www.globalindustrial.com, on the date of purchase. Please note that pricing on



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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. The prices shown on Buyer's personalized online account, or provided by its dedicated representative, on the date of purchase will be inclusive of this discount. Products already reduced in price for inventory reduction or promotional purposes, as well as special order or custom products, may not be eligible for additional discount. Shipping and handling charges are also ineligible for discount.

Global Industrial will provide additional quoted discounts for orders greater than \$50,000.00.



FREE SHIPPING EVERY DAY. WE CAN SUPPLY THAT.®

At Global Industrial, we know there's nothing like the feeling of scoring free shipping. And now we're offering free shipping on thousands of products every day*, in categories ranging from material handling and storage, to office supplies and more.



Free Shipping

It couldn't be easier: products with a green free shipping icon will ship for free. No eligibility requirements. No questions asked.



Free Shipping on orders \$75+

Select products require a purchase of \$75 or more to be eligible* for free shipping — we'll let you know on the product detail page and during checkout. Once you meet this threshold, your item will ship for free.

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TERRITORY SALES MANAGER

...Did you know?



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

TSMs currently cover all or portions of the following states:

(More details can be found in the Current Territory coverage field below.)

- Georgia
- New York
- Texas
- Florida
- Illinois
- Nevada
- Wisconsin
- Massachusetts
- New Jersey
- Pennsylvania
- California



SUBJECT MATTER EXPERTS



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

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



Safety

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



Facilities Solution

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



JanSan

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

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SAFETY SERVICES

Offering greater value with a fast, simple, and effective portfolio of safety industry leaders.



We provide on-site or virtual value added safety services in order to help our customers maintain a safe and productive workforce and environment.

Current Vendor Partners



Guardian glove audit; both industrial and chemical use.



Eyewash compliance audits, inspection, and training.



Respiratory, fall protection, and PPE audits and training.



LOTO audits, training, and procedure writing.



PPE audits using MCR 360 Program.



Gas detection, fall protection, and respiratory protection audits and training.



Site SPCC audits, spill containment, and hazardous waste training.



Ladder audits and ladder/fall protection training.



Respiratory, fall protection, and PPE audits and training.



*Global Industrial has reviewed the NASPO ValuePoint Sample Master Agreement with its legal team and other than finalizing business terms and seeking clarification in a few select sections notated below, Global Industrial is prepared to quickly move towards execution.

Attachment 09 PROPOSED DEVIATIONS TO SAMPLE MASTER AGREEMENT

The Lead State may, but is not obligated to, consider proposed deviations to Attachment 04, Sample Master Agreement.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Offeror-specific deviations to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of deviations proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive deviations, or proposing deviations upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

Offeror's Proposed Deviations. (Check one of the below.)

☐ Offeror has no proposed deviations to Attachment 04, Sample Master Agreement.

☒ Offeror proposes the deviations set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment 04, Sample Master Agreement** incorporating each proposed deviation. Offeror understands, acknowledges, and agrees to comply with the following:

- The Lead State will not consider any proposed deviation that:
 - Is not submitted in this attachment;
 - Is not accompanied by an explanation as required in this attachment;
 - Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal;
 - Merely references another document or a URL; or
 - Modifies the NASPO ValuePoint administrative fee.
- Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
- If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 04, Sample Master Agreement and Offeror's accepted deviations thereto



may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

- Each of the following fields **must** be completed for each proposed deviation to the Sample Master Agreement:
 - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Offeror's proposed deviation.
 - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Offeror is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Offeror's proposed changes to the Sample Master Agreement language including, if applicable, Offeror's proposed alternate language.
 - **Justification for Proposed Change:** Offeror's justification for the proposed change.
 - **Risk and Benefits of Acceptance:** Offeror's analysis of the risk and benefits to the Lead State, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Offeror's proposed change is accepted by the Lead State.

| Sample Master Agreement Section Reference | Sample Master Agreement Language | Proposed Changes and Alternate Language | Justification for Proposed Change | Risk and Benefits of Acceptance |
|---|---|---|---|---|
| VI. Pricing, Payment and Leasing, 6.2 Payment | Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 | Strike first sentence, replace with the following: Payment terms shall be net thirty (30) days from date of invoice. Global Industrial requests the Participating Entity not place any purchase orders unless money has been appropriated therefor. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable to provide any risks or benefits of acceptance. |

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| | <p>days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.</p> | | | |
| <p>V. NASPO ValuePoint Provisions, 5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review,</p> | <p>Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in</p> | <ul style="list-style-type: none"> • Stricken in its entirety and replace with the following: Global Industrial represents and warrants that the pricing being offered in this proposal is | <p>Due to customer and vendor confidentiality requirements, Global Industrial is unable to provide a response to this clause. Global</p> | <p>Global Industrial is unable to provide any risks or benefits of acceptance.</p> |

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| 5.4.5 Most Favored Customer | third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. | market competitive and makes no further representations or warranties with respect to pricing. | Industrial warrants and represents its prices are competitive. | |
| VIII. Shipping and Delivery, 8.1 Shipping Terms, 8.1.1 | Additional shipping charges for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process. | Append to clause after first sentence: Standard shipping charges for standard small package shipments will be reflected on all quotes, orders, and invoices as prepay and allowed, FOB Destination, unless otherwise indicated. Standard small parcel shipments shall be defined as those weighing less than 70 pounds and that can be shipped in packaging that does | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable to provide any risks or benefits of acceptance. |

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| | | <p>not exceed the maximum size of 108" in combined length and girth. Such parcel shipments shall be dock to door. Standard freight and shipping charges for oversized and hazardous shipments will be reflected on all quotes, orders, and invoices as prepay and add, FOB Destination, unless otherwise indicated. Oversized and/or hazardous shipments shall be defined as any shipment that exceeds the parameters of small parcel shipments above, requires routing and services by LTL truckload carriers, full or partial truckload shipments or dedicated truck shipments. Standard LTL shipments shall be dock to dock. Additional fees may be incurred regardless of shipment type for any special services including, but not limited to, the following: liftgate services, white glove services, 24-hour advance notifications,</p> | | |
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| | | delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only). | | |
| IX. Inspection and Acceptance, 9.3 Inspection, 9.3.1 | Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. | Append to clause: Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable provide any risks or benefits of acceptance. |
| IX. Inspection and Acceptance, 9.3 Inspection, 9.3.2 | Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense | Append to clause: In no event will Contractor be liable for any consequential, indirect, incidental, special, punitive, loss of profit, loss of use, or lost opportunity damages. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable provide any risks or benefits of acceptance. |

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| | incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. | | | |
| IX. Inspection and Acceptance, 9.5 Acceptance Testing, 9.5.1 | The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. | Stricken in its entirety. Replace with the following: Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable provide any risks or benefits of acceptance. |
| IX. Inspection and Acceptance, 9.5 Acceptance Testing, 9.5.2 | If the Product does not meet the standard of performance or specifications during the initial period of Acceptance | Stricken in its entirety. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable provide any risks or benefits of acceptance. |

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| | Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. | | | |
| IX. Inspection and Acceptance, 9.5 Acceptance Testing, 9.5.4 | Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. | Stricken in its entirety. Replace with the following: Contractor shall pay for return shipping costs. In no event will Contractor be liable for any consequential, indirect, incidental, special, punitive, loss of profit, loss of use, or lost opportunity damages. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable provide any risks or benefits of acceptance. |
| IX. Inspection and Acceptance, 9.5 Acceptance Testing, 9.5.5 | No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met. | Stricken in its entirety. Replace with the following: Any rejection for nonconformance of products shall be made within five (5) business days of delivery, or the products shall be deemed accepted. | Provides clarification on how Global Industrial intends to satisfy the requirement. | Global Industrial is unable provide any risks or benefits of acceptance. |

[Add additional rows as needed.]



Attachment 10
CLAIM OF BUSINESS CONFIDENTIALITY

Offeror’s Claims of Business Confidentiality. (Check one of the below.)

- ☒ Offeror is not claiming any information within Offeror’s proposal as confidential, proprietary, or protected. (Check box and skip to **Signature** section below.)
- ☐ Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror’s proposal a redacted copy of Offeror’s proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Offeror:
 - **Proposal Section Reference:** The page, section, or paragraph in Offeror’s proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim:** The basis for Offeror’s claim shall reference the [Kentucky Open Records Act, KRS 61.878](#)
 - **Explanation:** Explanation of how the information claimed to be confidential, proprietary, or protected meets the definition of one of the bases above.
 - **Offeror may not mark pricing or Offeror’s entire proposal as confidential, proprietary, or protected.**

| Proposal Section Reference | Confidential Information | Basis for Claim | Explanation |
|----------------------------------|-----------------------------|-----------------|-------------|
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[Add additional rows as needed.]

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Solicitation Number RFP 758 2400000228



Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Offeror's claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

OFFEROR:

DocuSigned by:

Donald McKenna

217050516474468...

Signature

4/29/2024

Date

Donald McKenna

Printed Name

Vice President, Sales

Title

dmckenna@globalindustrial.com

Email Address

516-608-7482

Phone Number



Attachment 10
CLAIM OF BUSINESS CONFIDENTIALITY

Offeror’s Claims of Business Confidentiality. (Check one of the below.)

- ☒ Offeror is not claiming any information within Offeror’s proposal as confidential, proprietary, or protected. (Check box and skip to **Signature** section below.)
- ☐ Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror’s proposal a redacted copy of Offeror’s proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Offeror:
 - **Proposal Section Reference:** The page, section, or paragraph in Offeror’s proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim:** The basis for Offeror’s claim shall reference the [Kentucky Open Records Act, KRS 61.878](#)
 - **Explanation:** Explanation of how the information claimed to be confidential, proprietary, or protected meets the definition of one of the bases above.
 - **Offeror may not mark pricing or Offeror’s entire proposal as confidential, proprietary, or protected.**

| Proposal Section Reference | Confidential Information | Basis for Claim | Explanation |
|----------------------------|--------------------------|-----------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[Add additional rows as needed.]

Request for Proposals for
Facilities MRO and Industrial Supplies

Issued by the Commonwealth of Kentucky
Solicitation Number RFP 758 2400000228



Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Offeror's claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

OFFEROR:

DocuSigned by:

Donald McKenna

217050516474468...

Signature

4/29/2024

Date

Donald McKenna

Printed Name

Vice President, Sales

Title

dmckenna@globalindustrial.com

Email Address

516-608-7482

Phone Number



Commonwealth of Kentucky
SOLICITATION MODIFICATION

Modification: Yes Version #: 5

| | | |
|--|---|---|
| TITLE: Facilities MRO and Industrial Supplies (NASPO) | | |
| Date Issued: 04/22/2024 Record Date: 04/22/2024 | Solicitation Closes Date: 04/29/2024 Time: 15:30 | Solicitation No: RFP 758 2400000228 |
| Reason for Modification Amendment #3 (April 22, 2024) Amendment to post responses to vendor questions. Please note that Attachments 2,3, and 7 have been updated and Amendment 3 Questions and Answers have been added. | | |
| Online Bidding Prohibited: | No | |
| For Information Call: Daniel Salvato 502-564-5862 | Bid Receiving Location: Bid Receiving See Terms & Conditions for Bid Submission Instructions Other KY | |
| Vendor Customer Number: Vendor Name: Global Equipment Company Inc. Phone Number: 800-607-8520 Fax Number: Email Address: psbids@globalindustrial.com | | |
| Ordering Address: 11 Harbor Park Drive City, State, Zip: Port Washington, NY 11050 Contact Name: Lushan James Contact Email: ljames@globalindustrial.com Contact Phone Number: 800-607-8520 | Payment Address: 29833 Network Place City, State, Zip: Chicago, IL 60673-1298 Contact Name: Accounts Receivable Contact Email: eft@globalindustrial.com Contact Phone Number: 770-822-5600 | |
| Ownership Type ____ Sole Proprietorship ____ Partnership <input checked="" type="checkbox"/> Corporation ____ Other | | |

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

DocuSigned by:
Signature X Donald McKenna FEIN# 11-3584699 Date 4/29/2024
217050516474468...

All offers subject to all terms and conditions contained in this solicitation.



Commonwealth of Kentucky
SOLICITATION MODIFICATION

Modification: Yes Version #: 5

Line Items

Commodity Group: Default

| Line | CL Description | Quantity | UOM | Unit Cost | Line Total or Contract Amnt |
|------|----------------|----------|-----|-----------|-----------------------------|
|------|----------------|----------|-----|-----------|-----------------------------|

| | | | | | |
|---|--|---------|----|--|--|
| 1 | Facilities MRO and Industrial Supplies | 0.00000 | EA | | |
|---|--|---------|----|--|--|

| Comm Code | Comm Description | Manufacturer | Model # | Manuf Part # |
|-----------|------------------|--------------|---------|--------------|
|-----------|------------------|--------------|---------|--------------|

| | | | | |
|-----|---|--|--|--|
| 578 | MISCELLANEOUS PRODUCTS (NOT OTHERWISE CLASSIFIED) | | | |
|-----|---|--|--|--|

Extended Description

This Request for Proposals (RFP) is being issued by the State of Kentucky ("Lead State") in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements with qualified Offeror's to provide Facilities Maintenance, Repair, and Operations and Industrial Supplies (MRO).

- The following attachments should be downloaded:
- Attachment 00, RFP Overview with Dates
 - Attachment 01, RFP Terms and Conditions
 - Attachment 02, Categories of Products and Environmentally Preferred Products (EPP)
 - Attachment 03, RFP Evaluation Plan
 - Attachment 04, Sample Master Agreement
 - Attachment 05, Participation Information
 - Attachment 06, Offeror Information, Acknowledgements, and Certifications
 - Attachment 07, Offeror Response Worksheet
 - Attachment 08, Cost Proposal
 - Attachment 08-1, Cost Proposal Market Basket
 - Attachment 09, Proposed Deviations to Sample Master Agreement
 - Attachment 10, Claim of Business Confidentiality
 - Attachment 11, Offeror Question Form
 - MRO_8-1 Market Basket
 - Amendment 3 MRO Questions and Answers
 - All ITP's 4-4-24

| Shipping Information | | Billing Information | |
|--------------------------|----|--------------------------|----|
| Various Shipping | | Various Billing | |
| See Extended Description | | See Extended Description | |
| Various | KY | Various | KY |



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes

Version #: 5

Submission Checklist

The following items will be required to be submitted with bid:

Item

| | | | |
|--|----------------|--|----------------|
| DocuSign Envelope ID: A2157C06-A7ED-4318-B192-A47F66C02F53 | | | |
| | Document Title | Document Description | Page 4 |
| 2400000228 | Final | Facilities MRO and Industrial Supplies (NASPO) | Total Pages: 4 |

The terms and conditions set out in the attachments, and any subsequent addenda, are incorporated into and are a part of the Solicitation. By signing the face of the Solicitation document, the vendor affirms that they have read and understood the Solicitation and the terms and conditions and any subsequent addenda. Should the vendor fail to comply with the provisions of the Solicitation and the terms and conditions and any subsequent addenda, then the Finance and Administration Cabinet reserves the right and retains the ability to deem the vendor ineligible from further participation in the Solicitation in question.

*****For Addendum Information Please Download*****

“Amendment 3 MRO Questions and Answers”