



Master Contract Agreement for Janitorial and Sanitation Supplies

This Contract Agreement ("Master Agreement") is made between the Central Indiana Educational Service Center (CIESC), 3500 DePauw Blvd. Suite 2020, Indianapolis, Indiana, 46268, and Global Equipment Company Inc. (Supplier), 11 Harbor Park Drive, Port Washington, New York, 11050.

1. Term and Termination

- **Effective Date:** This contract is effective upon the date of the final signature below.
- **Term:** This contract expires on June 30, 2028, unless terminated earlier by either party.
- **Renewal:** With mutual agreement, this contract can be renewed without additional competitive bidding for two additional years. Such renewals would allow for the continuation of services and/or the extension of products and services to participating entities.
- **Termination:** This contract may be terminated by either party with 30 days written notice. Any invoices issued up to and including the date of termination for any reason shall be paid in accordance with the agreed upon payment terms. Any items identified as non-cancellable and/or non-returnable cannot be cancelled and/or returned, as applicable. Global Industrial request Buyer not place any orders if funds have not been appropriated therefor.

2. Scope of Contract

- Supplier shall provide Janitorial and Sanitation Supplies to eligible entities in accordance with the specifications, requirements, and terms outlined in this Master Agreement.
- **Eligible Entities:**
 - All K12 School Districts (public, charter, private) nationwide
 - Higher Education Institutions
 - Political Subdivisions and Municipalities in Indiana
 - National Nonprofits participating in NSLP/CACFP
 - Senior Meal and Meals on Wheels Programs
 - Other Public Entities authorized to participate

3. Products and Services

- Primary product categories include, but are not limited to:

- Cleaning Chemicals & Disinfectants
 - Paper Products
 - Trash Bags & Liners
 - Dispensers & Equipment
 - Hand Hygiene & Personal Care
 - Floor Care Products
 - Mops, Brooms, & Brushes
 - Cleaning Tools & Accessories
 - Waste Receptacles & Recycling Bins
 - Restroom Supplies
 - Machines & Accessories
 - Breakroom & Kitchen
 - Personal Protective Equipment (PPE)
 - Foodservice Disposables
- New products and/or services that are within the scope of this contract may be added at any time during the contract term by written amendment.
- In addition to the product categories referenced above, Global Industrial intends to offer our full catalog of products. This includes the following prime product categories and eligible products within their subcategories:
 - Building Supplies
 - Carts & Trucks
 - Fasteners & Hardware
 - Foodservice & Retail
 - Furniture & Decor
 - HVAC & Fans
 - Janitorial & Facility Maintenance
 - Lighting & Electrical
 - Machining
 - Material Handling
 - Medical & Laboratory
 - Motors & Power Transmission
 - Office & School Supplies
 - Packaging & Shipping

- Plumbing & Pumps
- Raw Materials
- Safety & Security
- Storage & Shelving
- Tools & Instruments
- Vehicle Maintenance
- Workbenches & Shop Desks

4. Pricing

- All products and services under this Master Contract will be priced at or below the price stated in the Supplier's Proposal
- 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 agreement 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.
- Standard shipping and handling charges will be reflected on all quotes, orders, and invoices as prepay and add, FOB Origin, unless otherwise indicated. Standard LTL shipment shall be dock to dock. Standard small package shipments shall be dock to door. Additional fees may be incurred for any special services including, but not limited to, the following: liftgate services, white glove services, 24-hour advance notifications, delivery area surcharges, hazardous material surcharges, residential deliveries, Saturday charge deliveries, inside delivery (threshold only).
- Prices will not include Federal Excise Tax, Transportation Tax, or State Sales Tax except as required by the Buyer's state.
- Supplier agrees that the cost for any item purchased through this contract will be uniform for all qualified participating entities, however, special discounts may be offered for large volume purchases.

5. Orders and Payments

- Each participating entity shall issue its own orders detailing specific options and delivery instructions. Participating entities shall be responsible to make payments directly to the Supplier for all products and services requested.
- Payment terms shall be net forty-five (45) days from the date of invoice. Global Industrial does not permit the set off of any payments under any circumstances.

6. Reporting and Administrative Fee Payment

- Supplier will provide a quarterly report of total gross dollar volume of all products and services paid by each participating entity through the contract to CIESC and Edge Public.
- Other sales reports may be requested throughout the duration of the contract.
- The administrative fee is payment owed by the supplier to Edge Public, calculated at 3% of the total purchase amount paid to the Supplier, excluding refunds and returns.

7. Record Keeping and Amendments

- Supplier will retain all books, records, and other documents relative to the contract for five years after final payment, or until audited, whichever is sooner.
- Any amendment to this contract must be in writing and will not be effective until it has been duly executed by the parties.

8. Indemnification

- Supplier agrees to indemnify and hold Edge Public harmless from any and all claims, damages, or liabilities arising from the Supplier's own actions or omissions under this Agreement.
- Except for the third-party indemnification noted herein, the maximum amount of liability to which Supplier may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability.

9. Force Majeure

- Neither party to this contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision shall provide the other party prompt written notice of the default.

10. Insurance

- Supplier must maintain insurance policies in effect at all times during the performance of this contract with the following limits:
 - Workers' Compensation insurance coverage that meets or exceeds legal requirements
 - Professional liability insurance coverage with minimum limits of \$1,000,000

- Commercial general liability limit of \$1,000,000

11. Federal Provision Compliance

- Participating entities that use United State federal grant or FEMA funds to purchase goods or services from this contract may be subject to additional requirements including the procurement standards under 2 C.F.R. 200.
- Supplier acknowledges they are in compliance with the following provisions:
 - Equal Employment Opportunity
 - Davis-Bacon Act
 - Contract Work Hours and Safety Standards Act
 - Rights to Inventions Made Under a Contract or Agreement
 - Clean Air Act
 - Debarment and Suspension
 - Byrd Anti-Lobbying Amendment
 - Record Retention Requirements
 - Energy Policy and Conservation Act
 - Buy American Provisions
 - Government customers are advised that compliance with the Buy American Act, Free Trade Agreements Act, Trade Agreements Act, or the like, is not guaranteed by Global Industrial. Country of origin information can change, and what is displayed on our website or in the catalog may not be accurate or consistent with manufacturer information at the time of order or shipment. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information. All products quoted are considered commercial-off-the-shelf items, as defined in FAR 2.101, are used by the general public or by non-governmental entities for purposes other than governmental purposes, and have been sold to the general public, or have been offered for sale to the general public. The products described are sold in substantial quantities in the commercial marketplace, and offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; further, the products are not bulk cargo, as defined in 46 U.S.C. 40102(4).
 - Access to Records
 - Procurement of Recovered Materials

IN WITNESS WHEREOF, the Parties have executed this Master Contract Agreement as of the date written below

Central Indiana Educational Service Center

Signature: *Kelly Taylor*

Name: Kelly Taylor

Title: Director of Cooperative Programs

Date: 9/5/2025

Global Equipment Company Inc.

Signed by:
Signature: *Matthew Ford*
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Name: Matthew Ford

Title: Sr. Director, National Accounts

Date: 9/5/2025