Region 4 Education Service Center (ESC)

Contract #R240804

for

Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services

with

Lawson Products, Inc.

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Lawson Products, Inc., effective November 1, 2024:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2024 by and between Lawson Products, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

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

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

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

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

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

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

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

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

vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

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

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

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

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

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Lawson Products, Inc.

Address: 8770 W. Bryn Mawr Ave., Suite 900

City/State/Zip: Chicago, IL 60631

Telephone No.: (800) 890-8198

Email Address: government.sales@lawsonproducts.com

Printed Name: Michael Drinane

Title: Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Authorized signature

Accepted by Region 4 ESC:

Contract No. _R240804

Initial Contract Term 11/1/2024 to 10/31/2027

Region 4 ESC Authorized Board Member — Date: 10/29/2024

Linda Tinnerman

Print Name

Region 4 ESC Authorized Board Member — Date: 10/29/2024

Victor E. White

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
IV / page 10- Ordering Capabilities	The successful Offeror shall provide an electronic on-line catalogue and have fully operational website that enables on-line ordering by the individual member agencies. Features shall include, product lookup that indicates Region 4 contract price; ability to set PURCHASING AUTHORIZATION LIMITS; ability to download order invoice history reports.	Lawson Products' current e-commerce site does not allow for purchasing authorization limits. Our website does allow on-line ordering by individual member agencies, does include product lookup with OMNIA Partners pricing, and allows the individual member agencies the ability to download order invoice history reports.	
		Accepted	

24-08 Addendum 4
Lawson Products, Inc.
Supplier Response

Event Information

Number:	24-08 Addendum 4
Title:	Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Type:	Request for Proposal
Issue Date:	5/15/2024
Deadline:	6/27/2024 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Lawson Products, Inc. Information

Contact: Lisa Castanon
Address: 8770 W. Bryn Mawr Ave., Suite 900
Chicago, IL 60631
Phone: (800) 890-8198
Email: government.sales@lawsonproducts.com
Web Address: www.lawsonproducts.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael Drinane
Signature

government.sales@lawsonproducts.com
Email

Submitted at 6/27/2024 10:58:32 AM (CT)

Supplier Note

Thank you for giving Lawson Products the opportunity. If you have any additional questions, please do not hesitate to contact us.

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

RFP 24-08 Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

RFP 24-08 Appendix B - Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

RFP 24-08 Appendix C - Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

1295.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

RFP 24-08 Appendix C - Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

RFP 24-08 Market Basket

RFP 24-08 MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add *No response*

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Submit FEIN and Dunn & Bradstreet report. W9 and DNB - Credit score Distribution Solutions Group Inc.-DUNS005438890.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications *No response*

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder *No response*

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign. *No response*

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications RFP 24-08 OMNIA Partners - Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance RFP 24-08 OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

MRO Addendum MRO Addendum 1.pdf

Response Attachments

MRO Addendum 2.pdf

MRO Addendum 2

Certifications_ContractorRelationships.pdf

Certifications_ContractorRelationships

Lawson Products_Region 4 ESC 24-08_Catalog List Price File_42024.xlsx

Lawson Products Catalog List Price

RFP 24-08 OMNIA Partners - Exhibit A Response for National Cooperative Contract_.pdf

Exhibit A Response for National Cooperative Contract

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 Shipping Costs

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

All standard orders, regardless of the delivery method, will be prepaid freight, FOB destination. Customers who request expedited orders will have quoted freight charges. All expedited freight charges are calculated based on the carriers estimate.

7 Warranty Pricing

Provide pricing for warranties on all products and services.

Lawson Products does not charge for warranty, we extended a limited warranty or the manufactures' warranty. Limited warranty: all products sold are warranted by Lawson only to customers for: (i) resale; or (ii) use in business, government or original equipment manufacturer. Lawson warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase from Lawson, unless otherwise stated. Provided that Lawson accepts the product for return during the limited warranty period, Lawson may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by customer. Customer must return the product to the appropriate Lawson location, as designated by Lawson, shipping costs prepaid. Lawson's repair, replacement, or refund of amounts paid by customer for the product, shall be customer's sole and exclusive remedy.

8 Describe any return or restocking fees.

Lawson has a standardized return policy. Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local Sales Rep. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson will credit the customer immediately. If you are not satisfied with a product, please contact us. We will promptly provide an exchange or refund for products returned (except for custom and hazardous materials) within 90 days of shipment that are in original packaging, in standard package quantity, in resalable condition and with proof of purchase from Lawson Products. Restocking fees may apply for items returned that are not in the standard package quantity, original packaging or in resalable condition or that have not been assigned an RMA. Restocking fees are to be applied for all returns over 90 days. The restocking fee is 25% or a $10 min. of the net value.

9 Describe any installation charges and when they are applicable.

Lawson Products does not charge installation fees for core or vendor managed inventory cabinets and accessories. On non-core products if installation is required, the installation cost will be included in the quote to the customer.

10 Discounts or Rebates

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

Lawson Products offers a 1% discount if invoices are paid within 10 days, excluding credit cards. Additionally, Lawson Products offers additional discounts based large orders or high use items on a case by case basis. For OMNIA Partner customers utilizing the Region 4 ESC contract, Lawson Products is offering a tier rebate back to dollar one, in the form of a check or product credit, based on the 12 month spend per agency per contract term on all Lawson Product sales. $30,000 to $49,999 qualifies for a 2% rebate $50,000 to $74,999 qualifies for a 3% rebate $75,000 to $99,999 qualifies for 4% rebate Over $100,000 qualifies for 5% rebate

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

All customer facing documents will denote the aligned OMNIA contract number. When an agency registers on Lawsonproducts.com, they will be able to see all contract pricing. Lawson Products audits aligned agencies allowing for us to verify that they are receiving the correct pricing and applicable discounts.

12 Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Lawson Products' policy is to invoice orders within 24 hours of the complete shipment of the order. Lawson Products offers consolidate invoices, allowing product to ship from multiple locations and still providing a single invoice per purchase order, upon request. An invoice will be generated when the final items of the order ships. Invoices can be mailed or sent electronically via email. Payments can be remitted electronically or via mail and the customer can benefit with a 1% discount if payment is made within 10 days (excluding credit cards); otherwise, net 30 days. There is no additional fees associated to credit card or p-card orders.

13 **Frequency of Pricing Updates**

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

Lawson Products endeavors to maintain pricing for a period of six months from the effective date of the Agreement. In circumstances where Lawson Products absorbs cumulative cost increases equal to or in excess of 6% on any individual item within the term of the Agreement, Lawson Products reserves the right to review and adjust any affected item(s). Nationally branded items with pricing established by the manufacturer shall be exempt from price holds and pricing cannot be guaranteed for any period of time on those items. All price increase will be sent to Region 4 ESC for approval. Lawson Products confirms that the category discounts will held for the term of the contract.

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

As Lawson Products continues to add new items and suppliers to our core product line, these items will be priced and aligned to the current contract category discounts.

15 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 **Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.**

17 **Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☑ Agree

☐ Disagree

18 **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**

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

19 **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**

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

20 **Appendix D, Exhibits F and G**

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

21	**Describe how Offeror responds to emergency orders.** Lawson Products has a 24-hour emergency phone number (1-800-890-8198) that an entity can contact during an emergency or disaster recovery. Lawson Products will allow for customers to pick up at the distribution centers or will work with third party priority carrier to get product to the end user in the quickest and economical way as possible. The dedicated toll-free number for government customers is 1-800-890-8198.
22	**What is Offeror's average Fill Rate?** Lawson Products maintains a 98-99% fill rate on stock items and ships 99% of all products within 24 hours from four strategically located distribution centers in the United States.
23	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.** Customers should expect an average lead time of 24-48 hours from Lawson Products for stock items. Lawson Products, on average, ships 99% of all lines complete, within 24 hours. For items not in stock on date of purchase, most items are replenished in 2-4 business days and shipped within 24 hours of the restock. If an item is out of stock, customer will be notified by their local representative by email and will be given an estimated time of arrival. Lawson Products does not force substitutions on items if they are not available, however alternative items could be suggested if the customer is interested.
24	**Describe Offeror's return and restocking policy.** Lawson Products has a standardized return policy. If you are not satisfied with a product, please contact us. We will provide an exchange or refund for products returned (except for custom and hazardous materials) within 90 days of shipment that are in original packaging and in resalable condition. Lawson Products will honor manufacturer warranty if greater than our 90 day standard warranty. Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local sales representative. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson Products will credit the customer immediately. Restocking fees may apply for items returned that are not in the standard package quantity, original packaging or in resalable condition or that have not been assigned an RMA. Restocking fees are to be applied for all returns over 90 days. The fee is 25% or a $10 min. of the net value.
25	**Describe Offeror's ability to meet service and warranty needs.** By contacting the governement sales team at 1-800-890-8198, Lawson Products will honor manufacturer warranty if greater than our ninety-day standard warranty. Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local sales representative. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson Products will credit the customer immediately.
26	**Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.** Lawson Products has technical specialists, safety consultants, and engineering support resources that are available at no cost to the end user to help identify potential problems or proactive solutions to the end user. These product specific team members are able to do site visits, customized training, and audits at no additional charge. Additionally, our strategic suppliers offer training on line and in person upon request.
27	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Lawson Products is committed to the utmost quality of its products and services. If there is any question, issue, or default in those provided, we will work to resolve the issue in the most efficient and effective manner possible. Customer needs to reach out to the dedicated government support team. Lawson Products' Government Customer Support Team is available 6:00 AM to 8:00 PM, CST; Monday-Friday at 1-800-890-8198 or via email government.sales@lawsonproducts.com and fax for resolution. Additionally, their dedicated Field Sales Representative or Government Sales Account Manager can resolve any concerns, too.

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

Lawson Products policy is to invoice orders within 24 hours of the complete shipment of the order. Lawson Products offers consolidate invoices, allowing product to ship from multiple locations and still providing a single invoice per purchase order. An invoice will be generated when the final items of the order ships. Invoices can be mailed or sent electronically via email. Payments can be remitted electronically and the customer can benefit with a 1% discount if payment is made within 10 days (excluding credit card orders); otherwise, net 30 days. There is no additional fees associated to credit card or p-card orders.

29 **Describe Offeror's contract implementation/customer transition plan.**

Lawson Products will implement the new contract by partnering with OMNIA Partners marketing team to approve our press release and social media posts to announce the new contract award. Our marketing team, lead by Deanie Sweeney in conjunction with her counterpart at OMNIA Partners will update all customer facing literature with the details of the new contract. Since the pricing will remain the same as of our current contract, the impact to current agencies will be minimal. Upon award of the new OMNIA Partners Region 4ESC contract, Lawson Products will transition all existing OMNIA Partner customers to the new contract once it is awarded. Lawson Products will continue to partner with OMNIA Partners and OPUS to open or transition existing business to the OMNIA Partners contract as requested by the public agency. Lawson Products will update our customized OMNIA Partners internal training modules to reflect the new contract. Additionally, Lawson Products will update the landing page on Lawsonproducts.com to reflect the approved terms and conditions of the new awarded contract. Our senior leadership will send out an internal announcement to our entire company letting them know about the new award and direct the sellers to take the updated training modules. Our government sales team will work with inactive accounts and declining accounts to inform them of the new award and work to reengage the customer by aligning them to the OMNIA contract. The Director of Government Sales will meet with each of the Regional Directors to help them understand the impact and potential for growth in their regions. The Government Sales Account Manager will attend each of the district team sales calls to ensure the message of the new contract, benefits of the contract, and reinforce the OMNIA Connect platform is being understood by all of the field sellers. Lisa Duran, Contracts and Implementation Manager, will work in partnership with the field sellers to identify new customers and existing customers to ensure that we are informing them of the new terms and conditions of our award. Specifically, Lisa Duran will work to make sure that the customers understand the rebate requirements and we work to help them met the new threshold.

30 **Describe the financial condition of Offeror.**

Lawson's financial position is strong and has shown a trend of continuous improvement for several years. Our historical net sales are as follows: 2021 $417,730,000 (18.8%) 2022 $442,660,000 (5.7%) 2023 $468,379,000 (5.8%) During 2023, Lawson generated Adjusted EBITDA of $63.7 million, an increase of 108.2% or $33.1 million from the same period a year ago primarily due to $18.5 million of Adjusted EBITDA in the first quarter of 2023 with no comparable amount in 2022 due to the inclusion of Lawson operations beginning on the Merger Date and not including any Lawson operations prior to the Merger Date and increased revenue and gross profit margin partially offset by an increase in Selling, general and administrative expenses. Lawson holds Dun & Bradstreet number 00-543-8890. Below is Lawson's Dunn & Bradstreet report segmented. Please see electronic file for the full report.

3.1 Describe Offeror's ordering capabilities for Participating Public Agencies.

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

Purchasing entities will have access to www.lawsonproducts.com, where the customer will be able to register with the OMNIA Contract, place orders, track orders, and create personal list for high use items. Additionally, Lawson Products' website provides status for orders placed online, as well as order history for all orders placed online. Lawson Products has a true B2B/B2G website where multiple users can be associated with the same account number if requested. Lawson Products continues to upgrade and add features to make the end users' experience easier and more efficient. Currently, Lawson Products is testing Workflow Management System (WfMS), a system that defines, creates, and manages the execution of workflows using software, users can build carts, hold carts, and approve online shopping carts by designated users. We connect with virtually every e-procurement and punch out system, including OPUS, JAGGAER, SAP Ariba, Coupa, Oracle, and more. Obtain easy access to products, pricing, and personalized E-Quotes from your procurement system.

3.2 Describe the Offeror's safety record.

Lawson Products' safety is an important competent of our Vision, Mission and Values commitment. Lawson Products promises to create and maintain a safe and healthy work environment, free of hazards, for all employees; minimize the possibility of injury; protect our equipment and other assets from accidental losses; and protect the public and environment from injury or damage as a result of our operations. Our safety records as of the last three years is provided below: 2021 TRIR: 0.69 LWCIR: 0.35 DART: 0.58 FATALITY: 0 WORK HOURS: 3,477,789 EMR: 1.08 2022 TRIR: 0.69 LWCIR: 0.29 DART: 0.51 FATALITY: 0 WORK HOURS: 3,507,581 EMR: 1.34 2023 TRIR: 0.82 LWCIR: 0.35 DART: 0.64 FATALITY: 0 WORK HOURS: 3,412,387 EMR: 1.39

3.3 Describe Offeror's green or environmental initiatives or policies.

Lawson Products embraces the incorporation of sustainable business practices increases our operational effectiveness, can decrease costs, and promotes a positive corporate culture. Lawson Products sustainability core team includes Rick Pufpaf, VP, Compensation & Benefits and Chief Compliance Officer, Heather Buck, Senior Director, Technical Services and Product Information Management, & Nick Del Vecchio, Manager, Safety. Through a broad mix of initiatives, Lawson Products is increasingly focused on how to operate more visibly as a "green" company. Lawson Products has introduced an environmentally friendly product line, employed innovative reclamation techniques and products to keep hazardous materials out of landfills, and promoted recycling and environmentally friendly cleaning practices across its business locations. Lawson Products complies with current regulatory and government agency requirements and follows a documented environmental policy and guidance statements.

3.4 Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Lawson Products has a Diversity and Small Business Initiative to partner with Certified Firms. Lawson Products works with minority, women, veteran, service-disabled veteran owned businesses. Lawson Products has been actively seeking value-added diversity and small business partners, where Lawson Products can help mentor the small business and allowing them to service the end user. Lawson Products solicits new Certified Firms for subcontracting by: •Landing page https://www.lawsonproducts.com/resources/small-business •Recommendations from field representatives, or customers •Connecting on social media, Linked In, or State specific websites. •Attending Diversity and Small Business trade shows. Currently, Lawson Products has several options of Diverse or Small businesses by state that can meet this requirement for agencies offering the small business the same discounts as to the direct agency.

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

Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. Mr. Port recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a $25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May of 1952. Mr. Port named Lawson Products after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired, due to his character, business acumen, and generosity. Lawson Products went public in 1970 allowing Sid Port retained a highly active role until his death in 2007.Lawson Products corporate office is still located in Chicago, IL.

36 **Describe Offeror's reputation in the marketplace.**

Lawson Products is known for our high touch and vendor managed inventory approach to serving our customers. Lawson Products sales representatives are front-line product and application experts. Our sales representatives are experienced and will identify and evaluate challenges on-site and recommend product solutions and applications. According to the MDM Top Distribution Lists for 2024, (mdm.com/top_distributors), Distribution Solutions Group parent company of Lawson Products was ranked #25 on the Top Industrial Supplies Distributors, #18 on th e Top MRO Industrial Distributors, and #12 on the Top Fastener Distributors. On Procurated, (procurated.com) Lawson Products has an overall rating of 4.4 out of 5 with 34 reviews.

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

Lawson Products is sole supplier of private labeled brands that are maintenance engineered products to perform as well or better than our competition. These brands are unique to Lawson and manufactured to our specifications. These brands include, but are not limited to: Tru-Torq and Tuff-Torq fasteners, Regency cutting tools, Blue-Kote abrasives, Supertanium cutting tools, Cronatron welding consumables, Falcon Grip, and Drummond chemicals. These products will not be found in the market place and simply out perform the competitors. Lawson Products is known for our go to market strategy of Vendor Managed Inventory and our high touch service for all customers.

38 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are preforming in accordance with the contract.

Lawson Products is owned by Distribution Solutions Group, our sister companies we would like to add as affiliates. Kent Automotive S&S Automotive Test Equity GexPro Services Emergent Safety Solutions Hisco Supply Additionally, our small business partners Bravia Services SDVO Mavich Woman and Minority Alabama Industrial Minority Lawson Products will house all the affiliates on the OMNIA homepage of Lawsonproducts.com. Lawson Products will update the affiliate list monthly or as needed. Lawson Products will work with the sister companies to ensure reporting and fees are paid per the contract. Our small business partners, Lawson Products will be responsible for their fees and reporting.

39 **Describe the experience and qualifications of key employees.**

Dr. Ellen Holditch, Director of Government Sales, Lawson 2 yrs, 32 yrs industrial MRO experience Lisa Castanon, Mgr, Government Contracts and Compliance, Lawson 25 yrs, 32 yrs of public sector contracts Lisa Duran, Government Contracts and Implementation Mgr, Lawson 2 yrs, 26 yrs of pertinent experience Jeannie Dentamaro, Mgr of Government Sales Operations, Lawson 14 yrs, 18 yrs of public sector operations and marketing experience Deanie Sweeney, Government Programs Mgr and Marketing, Lawson 5 yrs, 20 yrs of marketing experience Amanda Benson, Government Contract Coordinator, Lawson 12 yrs 10 year of contract experience Sandy Ostrom, Government Contract Coordinator, Lawson 9 yrs, 3 yrs of contract experience Doug Antilla, Mgr, Government Sales, West, Lawson 12 yrs, 15 yrs sales experience with public sector Cole Busch, Mgr, Government Sales East, Lawson 7 yrs, 15 yrs of pertinent experience

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

Lawson Products has been selling into government agencies for over 50 years. Lawson Products was awarded its first GSA schedule in 2001. With the TCPN award in 2015, Lawson Products invested in creating a team to focus on government accounts. These leaders are responsible for 2-6 States for educating field sellers & customers on our government cooperatives & our capabilities to service the government & education segment. In 2022, Dr. Ellen Holditch was hired to lead the Government segment. Dr. Holditch brings over 32 years of industrial sales experience with 20 years dedicated to working with Government agencies. Lawson Products expanded coverage of our layered resources to all 50 states & Canada in 2023. Lawson Products continues to add new purchasing vehicles, including eCommerce connections making it easier for our customers to do business with us. In 2024, Lawson Products connected with the OPUS platform & has been partnering with the OPUS team to sign up new members daily.

41 Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or current officers and directors.

Please find the link to Lawson Products' SEC 10K filing for information pertaining past litigations. Lawson Products has not filed for bankruptcy, had a reorganization, or state investigations of Lawson Products or current officers and directors. https://investor.distributionsolutionsgroup.com/static-files/085115b1-2c02-41a8-9b3a-731dc41a8353

42 References

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Northside Independent School District, Michael Butler, Vehicle Maintenance Supervisor, (210) 397-0880, Michael.butler@nisd.net, San Antonio, TX, 13+ years, Vendor Managed Inventory (Maintenance, Repair and Operations) $18k+/ Conroe Independent School District, Carl Klein, Fleet Manager, (936) 709-5972, cklein@conroeisd.net, Conroe, TX, 4+ years, Vendor Managed Inventory (Maintenance, Repair and Operations) $25k+/ CAVIT Schools, Anna O. Carreon, CAVIT Business Manager, (520) 423-2992, acarreon@cavitschools.org, Coolidge, AZ, 1+ year, Vendor Managed Inventory (Maintenance, Repair and Operations) $574k+/ City of Lakewood, James Lamkin, Lead Fleet Technician, (303) 987-7795, jamlam@lakewood.org, Lakewood, CO, 13+ years Vendor Managed Inventory (Maintenance, Repair and Operations), $91+/ Mississippi Department of Transportation, Jacquelin Glover, Purchasing Accountant, (662) 563-4541, jglover@mdot.ms.gov, Batesville, MS, 11+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 50k+/ Anne Arundel County DPW, Chip Yaniga, Team Manager Utilities Mechanical Maintenance, (410) 222-3676, pwyani32@aacounty.org Millersville, MD, 10+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 38k+/ Sunbelt Rentals, Chuck Woytek, Branch Manager, (240) 484-3284, chuck.woytek@sunbeltrentals.com, Upper Marlboro, MD, 10+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 75k+/ Trinity Metro, James Campbell, Procurement Manager, (817) 215-8711, james.campbell@ridetm.org, Fort Worth, TX, 3+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 50k+/ Prosper Independent School District, Teri Mapengo, Director of Transportation, (469) 219-2065, tlmapengo@prosper-isd.net, Prosper, TX, 8+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 10k+/ Frisco Independent School District, Bill McGrath, Parts Manager Transportation West, (469) 633-6005 ext 76142, mcgrathw@friscoisd.org, Frisco, TX, 2+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 46k+

43 Value Add

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

Lawson Products is in an expansion phase of our current catagories and we will continue to add and expand our offering. Lawson Products has committed to the OPUS platform and is currently working with the OPUS team to get OMNIA customers aligned to the OPUS platform. For OMNIA Partner customers utilizing the Region 4 ESC contract, Lawson Products is offering a tier rebate back to dollar one, in the form of a rebate check or product credit, based on the 12 month spend per agency per contract term on all Lawson Product sales. $30,000 to $49,999 qualifies for a 2% rebate $50,000 to $74,999 qualifies for a 3% rebate $75,000 to $99,999 qualifies for 4% rebate Over $100,000 qualifies for 5% rebate

44 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

45 **Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

46 **Additional Investigations**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

47 **Supplier Response**

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

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

Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. Mr. Port recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a $25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May of 1952. Mr. Port named Lawson Products after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired, due to his character, business acumen, and generosity. Lawson Products went public in 1970 allowing Sid Port retained a highly active role until his death in 2007.?Lawson Products corporate office is still located in Chicago, IL. While Lawson Products started with fasteners, we continue to expand and grow the breadth of our product line with the changing of the times and the needs of our customers. In 2022, Lawson Products officially merged with Gexpro Services and TestEquity under the holding company Distribution Solutions Group. Each of the 3 specialty-distribution, industry-leading businesses continue to operate independently with three separate leadership teams. Placing them under a single holding company structure allows the leveraging of financial resources, best practices, common resources, and various technology across the platform. Today, Lawson Products continues to value the entrepreneurial spirit, results-driven attitude, and integrity of its employees & customers. The company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive to meet customers' needs. Currently, Lawson Products is actively servicing about 600 customers with OMNIA Partners with annual revenue just over $13 million.

49 **Total number and location of salespersons employed by Supplier.**

Lawson Products has approximately 1,786 employees, 1,112 field sales representatives, 332 corporate including phone agents, and 342 warehouse.

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

Lawson Products corporate office is at 8770 W. Bryn Mawr Ave. Suite 900, Chicago, Il. 60631. Lawson Products has support centers located in our corporate office and in our four Distribution Centers: Suwanee, GA, McCook, IL, Dallas, TX, Reno, NV.

51 **Annual sales for the three previous fiscal years.**

$417,730,000

52 **Annual sales for the three previous fiscal years.**

$442,660,000

53 **Annual sales for the three previous fiscal years.**

$468,379,000

54 **Indicate if supplier holds any certifications and include proof of such certification.**

Minority Women Business Enterprise

☐ Yes

☑ No

55 **If yes, list certifying agency:**

No response

56 **Indicate if supplier holds any certifications and include proof of such certification.**

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐ Yes

☑ No

57 **If yes, list certifying agency:**

No response

58 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business (HUB)

☐ Yes

☑ No

59 **If yes, list certifying agency:**

No response

60 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes

☑ No

61 **If yes, list certifying agency:**

No response

62 **Indicate if supplier holds any certifications and include proof of such certification.**

Other recognized diversity certificate holder

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 Contractor Relationships

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

Bravia Services SDVO Mavich Hispanic Woman Owned Alabama Industrial Minority Owned

65 Describe how supplier differentiates itself from its competitors.

Lawson Products has agility and the flexibility to be able to work with our customers how they would like for us to work with them. We provide a high touch and vendor managed inventory approach to serving our customers of all sizes. Lawson Products sales representatives are front-line product and application experts. Our sales representatives are experienced and will identify and evaluate challenges on-site and recommend product solutions and applications. All customers will be assigned a Lawson Products sales representative that is: technically trained, operationally trained, and focused on equipment uptime.

66 Felony Conviction Notice

Indicate if the supplier:

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

☐ publicly held corp. & reporting is not applicable
☑ not owned/operated by who has felony conviction
☐ is owned or operated by an individual(s) who has

67 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

N/A

68 Distribution, Logistics

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

Fastening Systems (nuts, bolts, screws) – 22% Cutting Tools and Abrasives (drill bits, saw blades, grinding discs) – 14% Fluid Power (hoses and fittings) – 13% Chemicals (adhesives, coatings, paints, drain maintenance) – 11% Electrical (adapters, wire, connectors, battery maintenance) – 10% Aftermarket Automotive Accessories (repair clips, wheel weights, bulbs) – 7% Safety (personal protective equipment, apparel, sighs, logout tag-out) – 6% Welding and Metal Repair (welding tools, helmets and accessories) – 2% Other (shop supplies and hand tools) – 15% Lawson Products continues to add to our core product line monthly and has the ability to source line extension, one time purchases, and other items as required by our customer.

69 Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lawson Products services all 50 States, US territories, and Canada. Lawson Products is able to service all 50 states through our state of the art distribution centers strategically placed in 4 locations. Lawson Products has six state-of-the-art distribution centers across the U.S. and Canada. Lawson Products ships 99% of all lines complete within 24 hours from these six distribution centers and also offers will-call services at each center. Lawson Products ships FOB Destination for standard shipping methods. Lawson Products can guarantee next day delivery in an emergency utilizing air freight services, for an additional cost to the customer, if necessary. Lawson Products Distribution Centers are fully stocked. Lawson Products Customer Pick-Up service in an emergency to pick up the necessary parts is available at our Distribution Centers through our will-call window.

70 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

71 **Distribution**

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

Lawson Products has strict compliance with regard to ensuring OMNIA Partners' participants obtain accurate, contractual pricing from the time an account is established with Lawson Products. New account creation protocol requires our Lawson Products field sales representatives work through our Government Operations Team to ensure proper and comprehensive set-up of all OMNIA Partners' requiring new Lawson Products accounts at the account level. The Government Operations Team then verifies the customer against the OMNIA Partners' participant list to determine if they are a bona fide member of the cooperative. The account request is then associated with correct Region 4 ESC / OMNIA Partners pricing and is grouped together, with the Lawson Products contract code for OMNIA Partners' participants' accounts for the purposes of reporting. On the first business day of the week, Lawson audits the prior week's new accounts using a customized report to target potential problematic areas (i.e., improper pricing or inexact report tagging). Any incorrectly identified accounts are gathered and corrected. Internal service-level agreements between the departments responsible for auditing and fixing errors assure a 24-hour turnaround time and in most cases, do not exceed a 2-hour timeframe. The report is then re-run on the second day of the week for those now corrected accounts to confirm completeness and correctness. Monthly reports to OMNIA Partners are identified and timed in advance and are managed through our contract management system to ensure timeliness of reporting and remittance of the administrative fee. Lawson has the ability to create reporting for OMNIA Partners' participants on an ad hoc, monthly, quarterly or annual basis. Reporting can include the following: • Cost savings reports • Product usage reports • Comparison reports over time (e.g. year-over-year, month-over-month) • Fill rate reports • Monthly contract sales reporting Participating Agencies will see the OMNIA Partners contract number on all customer facing invoices, ensuring that the customer is aligned to the contract.

72 **Logistics**

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

Lawson Products handles all of the processing of our orders. We partner with UPS as our main shipping provider for small packages and with R&L Carriers for our LTL shipments.

73 **Logistics**

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

Lawson Products has four distribution centers strategically placed in the United States and several in Canada. The United States sites are: •Suwanee, GA- 102,000 sq ft •McCook, IL- 300,000 sq ft •Dallas, TX - 179,400 sq ft • Reno, NV-110,000 sq ft

74

Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

With the full support of Lawson Products' Government Sales Account Managers, sales leaders, and executive leaders, our marketing program will be implemented quickly. The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership has gained over the course of Lawson's existing OMNIA Partners Region 4 ESC MRO contract will be an asset to another contract implementation. Within the first 30 days, Lawson Products will update and create new marketing material. The distribution of our co-branded marketing materials will be delivered to public sector customers and prospects via the following channels/platforms: 1. In person via our direct sales force of over 1,000+ sales representatives and managers 2. Digitally on our website and through our direct marketing email program 3. Broad-based marketing using tactics like advertising and tradeshow 4. Co-branded marketing in partnership with OMNIA Partners including OPUS The focus of the marketing communications will be segmented according to the following audiences to ensure appropriate messaging and call-to-action: Public agencies utilizing or pigging backing on Lawson's existing Region 4 ESC contract Eligible public agencies that are current customers of Lawson, but are not leveraging our partnership with OMNIA Partners New public agencies not currently doing business with Lawson Days 1-10: Host conference call with OMNIA Partners' development and marketing teams to discuss best practices and framework for marketing program. Release co-branded press release to trade and public sector procurement publications with the approval of OMNIA marketing team. Additionally, post on social media sites the new award details. Confirm existing registration at key national and regional tradeshows for NIGP, NAEP, NPI. Extend registration to other regional tradeshows as determined by OMNIA Partners development contact and Lawson Products Director of Government Sales. Continue to Partner with OMNIA Partners on joint author articles and blog promoting Lawson Products and OMNIA Partners. Set goals for existing account growth and new account conversion to OMNIA Partners by sales district Engage the Contracts and Implementation manager for team meetings and updates on progress to OMNIA Partners contact. Days 11-45 Update all existing marketing materials with new award details and identify new materials to be created; deploy to sales representatives and managers for use Update OMNIA Partners section on Lawson's intranet site to reflect new award details Update OMNIA Partners page on Lawson's public website to reflect new award details and digital versions of marketing materials (lawsonproducts.com/resources/omnia-partners). The site will clearly inform public sector customers on the dedicated phone and email for them. Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement Create framework for email program to all of Lawson's public sector email subscribers Identify case study participants and begin working accordingly with willing agencies Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g. editorial placements, op-eds, paid advertisements) Begin production of state and local government product marketing flyers, segmented by department/agency (e.g. Facilities maintenance, fleet and transit maintenance, etc.) Days 46-90 and beyond Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers Rollout email program, case studies, PR engagements and product marketing flyers

75

90-day Plan

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

The first 90 days after award are critical in creating alignment & engagement among our corporate support departments & 1,000+ field sales representatives & sales leaders. Lawson's team of Government Sales Managers, public sector contracting specialists, sales leaders, & executive leaders will be the primary individuals responsible for setting the go-to-market strategy & ensuring its consistent & continuous execution. Below is the 90-day plan describing the strategy to immediately implement with Lawson's sales organization & corporate support teams the Master Agreement as Lawson's primary go-to-market strategy for public sector agencies. OMNIA Partners Region 4 ESC is Lawson Products preferred contract. As such, this implementation will have priority for the entire company. Days 1-10: Announcement of award & describing key implementation tactics to follow from executive leadership, including CEO, Cesar Lanuza & CCO, Greg Wright, using inter-company communications platforms & media: Stand-alone email announcement "Sales News" newsletter announcement Message on homepage of Lawson Central, Lawson's intranet Messages in newsfeeds of Microsoft Teams, Lawson's internal sales "social networking" platform Announcement on lawsonproducts.com, social media, & press release about the new awarded contract which will include links to the OMNIA Partners landing page on Lawsonproducts.com with contract details & dedicate contact information. Work with OMNIA Partners' development team & sales managers to collaborate on implementation strategy for the contract overall & separately by SLED segments, including communication plan & training best practices. Internal Teams calls specific to each department regarding their role in supporting the Region 4 ESC contract. Update the Region 4 ESC / OMNIA Partners page on Lawson's intranet with new contract documentation & revised marketing materials Assign regional sales managers, district sales managers & field sales representatives to mandatory digital curriculum in Lawson University, Lawson's interactive training & education platform. State & local sales education curriculum includes: Selling the lead agency & cooperative procurement model Compliance to contract terms & conditions Understanding the public procurement process Positioning Lawson Products in public sector accounts Days 11-45: Load latest OMNIA Partners' participant list into customer management system (CRM) for assignment to individual regional sales managers, district sales managers & field sales representatives Send district managers & field sales representatives supporting marketing tools, including flyers & brochures that specifically promote the Region 4 ESC contract with Lawson Products Based on strategy, establish OMNIA Partners-hosted training opportunities for Lawson's regional sales managers & district sales managers Deploy government sales account managers to each district to assist district managers & field sales representatives with opening new accounts & transitioning existing eligible public sector accounts to the Region 4 ESC contract Work with the Marketing Team on registering & participating with OMNIA Partners at all NIGP, NPI, & others as recommended by OMNIA. Days 46-90: Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, & reinforce previously delivered digital education topics on how to sell cooperative agreements (with OMNIA Partners' participation depending on schedule/availability) Monitor & measure conversion of new accounts to the Region 4 ESC agreement Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all Region 4 ESC contract users & OMNIA Partners' participants Follow-up with OMNIA Partners' development & sales teams to gauge success & determine next steps

76 **Transition**

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

OMNIA Partners is our preferred public sector contract and the only one we have specific, required contract training for all of our field sellers. While we have other national, regional and local contracts, they are for a specific customer's requirements (TIPS, BUYBOARD, PSA, AEPA, 1GPA, NASPO Professional Tools). The sum of our smaller contracts is less than $1 Million. OMNIA Partners in 2023 was $13,460,946. Lawson Products will transition all existing OMNIA Partner customers to the new contract once it is awarded. Lawson Products will continue to partner with OMNIA Partners and OPUS to open or transition existing business to the OMNIA Partners contract as requested by the public agency.

77 **Logo**

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

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80

Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support- Michael Drinane - VP- Strategic Accounts, Government and Segment Sales, mike.drinane@lawsonproducts.com, 773-304-5360 Marketing- Deanie Sweeney- Government Programs Manager, deanie.sweeney@lawsonproducts.com, 404-421-7654 Sales -Ellen Holditch, Director of Government Sales, ellen.holditch@lawsonproducts.com, 817-399-9797 Sales Support- Jeannie Dentamaro- Manager of Government Team Operations, jeannie.dentamaro@lawsonproducts.com, 773-304-5316 Financial Reporting – Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438 Accounts Payable – Alessandro Giglio- Manager, Accounts Payable, alessandro.giglio@lawsonproducts.com, 773-304-5704 Contracts - Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438

81

Sales Force

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

Lawson Products Sales department is led by Greg Wright, Chief Commercial Officer, greg.wright@lawsonproducts.com. There are 5 Regional Sales Managers with a range of 10 to 13 District Sales Managers reporting to them. The District Sales Manager have up to 21 field sales representatives aligned to their district. Additionally, Lawson Products has 12 dedicated Government Sales Managers that specialize and focus on a specific geography in helping the field sales representatives and the district sales manager with government agencies.

82

Implementation

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

Lawson Products will engage the OMNIA Partners team to ensure that the Lawson Products team is utilizing the tools and partnership to grow and target new accounts. OMNIA Connect and OPUS are the main platforms that Lawson Products Field Sellers are using to identify new and potential customers. The Government Sales Managers, Director of Government Sales, and contracting team will be the primary points of contact for the OMNIA Partners, Public Sector sales teams. The Government Sales Account Managers are Lawson's front line with public sector procurement and are responsible for winning, growing and retaining public sector contracts. There are several ways the Government Sales Managers can engage with OMNIA Partners team: • Sharing intel on shared pursuits with OMNIA Partners' sales team • Co-calling on large procurement opportunities • Giving OMNIA Partners team visibility to local information that impacts existing contracts • Brainstorming promotions and opportunities for targeted sales programs (by segment, and/or by geography) The Director of Government Sales proposes to be the primary point of contact for large scale or nation-wide programming in partnership with OMNIA Partners partner development, marketing, and training teams. It is the responsibility of the Director of Government Sales to ensure Lawson's entire sales force is aligned towards the mutual goals established by Lawson and OMNIA Partners. Desired outcomes resulting from this arrangement include: • Consistent execution of programs and activities between OMNIA Partners team, Government Sales Managers, and Lawson's field sales management • Creating training events • Developing national sales growth programs and sales incentives • Driving systemic adoption of sales resources and tools by the Lawson sales organization (e.g. marketing materials, OMNIA Connect, OPUS, etc.) • Holding Lawson's sales teams accountable to meeting sales targets and goals mutually agreed to by Lawson and OMNIA Partners

83 **Program Management**

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

Lawson is fortunate to have had experience implementing and managing the existing Region 4 ESC MRO contract and corresponding cooperative agreement and will bring to bear the knowledge and learnings from that contract term. Lawson Products' current Region 4 ESC contract continues to see 30% sales growth YOY, outpacing general Company growth two-fold and seating the Region 4 ESC contract as Lawson Products' largest public sector contract. We are confident these results will continue as a result of continuous oversight and attention to be sure Lawson Products' field sales organization and government sales team is focused on growing sales on the agreement. We foresee this coming to life in several ways including but not limited to: • Partnering with OMNIA Partners partner development and training team to host annual regional meetings where district sales managers can engage first hand with OMNIA Partners education content, corporate personnel, and local sales managers • Partnering with OMNIA Partners team to rollout new sales tools and resources as they become available • Involving OMNIA Partners in the creation of Lawson's in-house public sector sales training program • Creating exciting and rewarding marketing promotions and pricing promotions based on geography, segment, or seasonality • Monthly reporting on regional performance on growing and retaining business on the contract Lawson Products' standard operating procedures require accounts be set up on the same day they are requested. This will ensure orders, especially by new customers, are processed and fulfilled promptly. The account setup process includes each account being coded to the OMNIA Partners terms and conditions. After the account setup, customers are able to register on lawsonproducts.com to see contract pricing, place orders and other benefits. Lawson Products' team of contract specialists is dedicated exclusively to servicing public sector contract business and prioritizes contractual administration and topics concerning Region 4 ESC contract adoptions and piggybacks above other needs or requests in the general workflow.

84 **Supplier's Customer List**

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

2023 Public Agency Sales total $33,898,347 GWINNETT CO. PUBLIC $274,122 Brett Fuller PALM BEACH COUNTY $193,806 Kathleen Scarlett YALE NEW HAVEN HOSPITAL $176,233 Kevin Koubek CAPT JAMES A LOVELL FHCC $160,322 Kathleen Kennedy GENUINE PARTS COMPANY 167 $145,473 Brent Rodriguez NAPA $139,561 Rich Starcher PECHANGA CASINO & RESORT $128,682 Justin Marx LOS ANGELES WORLD AIRPORTS $120,679 Enrico Lopez CITY OF JOLIET $114,199 Greg Ruddy NAPA / DC DPW $113,285 Jeanette Callender

85 System Capabilities and Limitations

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

Lawson Products' information technology systems are reliable, interconnected and give employees and customers access to robust data analytics on a secure, yet accessible platform. Our central enterprise resource planning system (ERP) is SAP. SAP houses Lawson Products' critical customer, product, pricing and shipping data. Our SAP system not only houses all of Lawson Products' critical data but allows us to generate pre-built and custom reports. The workflow and customer experience of initiating an order through payment is as follows: A field sales representative or customer initiates the creation of an account The account is created in SAP with all pertinent terms and conditions included (e.g. tax exempt, price file reflecting contract pricing, billing address, etc.). During account creation an account's affiliation with OMNIA Partners cooperative agreement is identified for tracking and reporting purposes Once the account is created a quote can be generated in SAP by Lawson Products' field sales representatives or customer service team After an order is placed a confirmation email is sent to the customer with the contents of the order and pricing The order is received by SAP and routes the order to the nearest distribution center for fulfillment The distribution center employees pick and process the order using guidance from SAP on what size box should be used based on the dimensions of the products and recommended packing materials The shipment leaves the distribution center on the same day the order was received All shipments on stocked items are received within 1-2 business days from any one of our North American distribution centers Upon shipments for FOB customers, SAP sends an invoice to the billing address and contact on file for the account The customer receives a packing slip with the contents of the box and notes any additional items that are shipping separately The invoice can be paid via credit card, ACH/EFT or check according to the contracted payment terms Once payment is received the balance on the account updates to $0 in SAP and the order process can begin again As briefly referenced in the description above, there are several ways orders can be placed, all of which get processed through Lawson Products' central SAP system: Field sales representative – The customer can place their order with the field sales representative directly and the field sales representative can enter the products and quantities desired to generate a quotation and request a P.O. or credit card number from the customer before moving forward with the order Customer service team – The customer can call Lawson Products' customer service team to place an order. Because they use the centralized SAP system to place orders, they have full access to OMNIA Partners' participant's order history, order status, delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing information, and contract compliance requirements. Ecommerce website – Lawson Products' Ecommerce website integrates seamlessly with the SAP platform and provides a shopping experience commensurate with best-in-class business-to-consumer websites. It offers access to the entire catalog of products with the ability to display contract-specific pricing. Customers with a web account can see their full order history, track orders and view detailed product and specification information including MSDS/SDS sheets. Our website also enables workflow management which allows customers to define multiple account users. Lawson Products' employ third party processing of all procurement card information to protect the security of our customer's information Eprocurement – Lawson Product' Eprocurement solutions allow participants to easily connect to third party e-procurement systems including, but not limited to: OPUS, Ariba, Direct EDI, Exostar, Oracle Exchange, Peoplesoft, SAP, SciQuest, etc.

86 Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$14,268,603

87 Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$15,124,719

88 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$16,032,203

89 **Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.**

90 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Lawson Products' Director of Government Sales, Dr. Ellen Holditch, has been through extensive public sector training covering the compliances and regulatory requirements. Along with the training, Dr. Holditch has been working with public sector customer since 1993. Lawson Products has created government specific training for all of our front line sellers helping them to understand public sector procurement policies.

91 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

92 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

93 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

94	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
95	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

96	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

97	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

98

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

99

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

100

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

101

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

102

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

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Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

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

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

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Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

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Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

108	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
109	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

110	**Federal Rule (D) - Davis Bacon Act/Copeland Act** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
111	**Federal Rule (E) - Contract Work Hours and Safety Standards Act** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
112	**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement** **(F)**If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

113	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
114	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

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Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

116

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

117	**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment** **(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
118	**Federal Rule (L) - Buy American Provisions** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
119	**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

120	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
121	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
122	**Federal Rule - Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

123	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
124	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
125	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

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Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

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Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

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Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

129	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E

RESPON # 1SE
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
APPENDIX E – PRICE SHEET (Addendum 1)

CORE LIST/MARKET BASKET

OFFERO'S ITEM NUMBER	OFFEROR ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, if available)	UNIT OF MEASURE PACK, if available)	INDICATE OTHER UNIT OF MEASURE if needed	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if available)	ALTERNATE UNIT OF MEASURE (PACK, if available)	ALTERNATE INDICATE OTHER UNIT OF MEASURE if needed	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
24256				1-4 ADHA#1 TL GUNMAC TL C														
2985				1-4-6 ND WAN SELECT STYLES														
668995				15 16 LEVNUR BUMPS PUNCTILE BL														
16351				ARM 15 X 15 X 0.5 DEGS PWR SPA TL														
16352				ARM 15 X 15 X 0.5 DEGS PWR SPA WH														
668007				Dexatile Beige 13in X 13in Ceramic Floor Tile (Common: 13 in X 13 in; Actual: 13.01 in X 13.01 in)														
97066				4th LR 1ST MN T														
668				1-1/4 2 CTS NN 9799010 SS BP2														
217718				SLIMNET SR 14 CPH2 NC TL MT														
16350				ARM 15 X 15 X 0.5 DEGS PWR SPA														
134017				DRY SILLR SYNVAC ADHSA T 7 DTWO														
147168				ARM 15 M MONO SE BOE 18 X 0.5 DEG														
16181				1-1/ PT PHSHN SAT BLD MAS DC														
668007				DOMANA Beige 13 in x 13 in Ceramic Floor Tile (Common: 13 in x 13 in; Actual: 13.01 in x 13.01 in)														
16.787				MATERIALS METAL TRIDEC CURTAIN														
668002				1-4-6 ND WAN SELECT STYLES														
16.787				ARM 15 X 15 X 0.5 DEG FLAT RANGER														
1981				1-4-6 CUP GLOSS ADHRAIL ST LEL														
153441				1-4-12 CUP CHOICE ADHBA TIE EN														
168146				ARM 40 WHITE MYLON RES NUPR ATT														
12212				15 M CRT ONE WHITE RAIL														
16.787				ARM 15 X 15 X 0.5 DEG FLAT														
16802				ARM 1-1/2" 1/4 N R T 1/4 ST PLDS RAIL														
32352				1-DEL STR CELSTEE WHITE														
168146				ARM 8 X 16 X 0.5 DEG SYLON SHEATH														
61908				ARM 1-1/ 3/8 N 1/2 ST PLDS RAIL														
67955				ARM 1-1/ 3/8 N 1/2 ST PLDS RAIL														
67951				ARM 1-1/ 3/8 N 1/2 SWLP 4 RT FLT														
4121				1-3-6 PRF SPLICE PRE TR ETS														
168146				ARM 8 X 16 X 0.5 DEG SYLON SHEATH														
766501				SOL 1 ITT M METAL AAP 1														
1231				24 BU AD WHITE TU														
134019				1-1/ PT PHSHN SAT BLADE MAS DC														
154453				1 16 GUTT ALIQUETTE 2CO RES														
184025				ENLIGHT SEALING 1-4 S CH R BELOW														
16348				ARM 8 SP CHOICE ADHBA TIE EN														
66568				1-4-6 ND WAN SELECT STYLES														
105048				15B 1-1/4 6 DE PT FORET														
21307				ARM 1-1/ 5/16 ALTNUT AT RANGHTS														
184005		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
138677		3E-LI BATHO	FSITBLSPEELYC3	Fluorescent Linear Lamp T8, Cool 41888														
16.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
16.106		3E-LI BATHO	FSITBLSPEELYC03	Fluorescent Linear Lamp T8 Natural 35888														
32312		7TOUCH CLIP	2NN856	Trash Bags 45 gal., 2 .00 mil, HDBG														
67806		GUREAU LL	PC1680BRT	Standard Battery, AAA, Alkaline PACK														
16177		3HT	42500	Insect Repellent, Aerosol 6 oz														
16.787		3E-LI BATHO	FSITBLSPEELYC03	Fluorescent Linear Lamp T8, Cool 41888														
15950		3E-LI BATHO	FSITBLNTEELYC03	Fluorescent Linear Lamp T8 Alloy Cool 70888														
16435		CONDOR	2KY97	Safety Glasses, Clear, Uncoated														
15635		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV8														
41829		7TOUCH CLIP	3.2735	Toilet Bowl Cleaner, 32 oz., Acid-b														
48425		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV8														
48418		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV8														
48418		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV8														
27144		CONDOR	1AG8	Anti-Glare Lens, Clear, Uncoated														
15615		HERMA WATCH	PP-08-C	Permanent Repair Patch 48 Pc. Asst														
39538		CONDOR	54MR5	Jersey Gloves, S/ LT, Brown / W														
39633		HONEYWELL-UVEX	3MP300	Safety Glasses, Clear Lens, Clear Frame														
39634		CONDOR	54MR6	Jersey Gloves, M/ LT, Brown / Leather														
38062		CLOROX PRO	01624000000.00	Flat Wide Mop Microfiber														
29619		SCOTCH	35+ SUPER-3 MRKT	Electrical Tape, 7 mil, 3/4" x 60 ft., Blk														
29186		PHILIPS ADVANCE	37E-2PS 35	Electronic Ballast, T8 Lamps, 120/277V														
27643		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV8														
16.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
25405		3E-LI BATHO	FSITBLNSLYC03	Fluorescent Linear Lamp T8, Cool 41888														
25368		LUMAPRO	JB09F56	Fluorescent Lamp T8,48in, 1-32W, 41888														
26855		ANGEL	93-676	Disposable Gloves, Nit rile, Blue, PR100														
24343		7TOUCH CLIP	360080	Toilet Brush, Fiber, 12"														
25868		3E-LI BATHO	FSITBLTPALSENLYC03	Fluorescent Linear Lamp T8, Cool 41888														
29818		GEORGIA-PACIFIC	49160	Soil Hardwound, 12" ,600 FL, Brown, PAC														
25868		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
25402		AM- A WOLLER	66950	High Cap Pleated Filter, 16x25x2 MERV8														
25852		AM- A WOLLER	66950	High Cap Pleated Filter, 16x25x2 MERV8														
25756		7TOUCH CLIP	3PM78	Spray Mop, Mop, 5 in w, , Cotton														
25222		AM- A WOLLER	66950	High Cap Pleated Filter, 16x25x2 MERV8														
25402		AM- A WOLLER	66950	High Cap Pleated Filter, 16x25x2 MERV8														
28400		GUREAU LL	311134CR	Battery, 123 Lithium, 3V														
29653		ANGEL	93-675	Disposable Gloves, Nit rile, Blue, PR100														
29616		AM- A WOLLER	66950	High Cap Pleated Filter, 16x25x2 MERV8														
19815		GUREAU LL	PC1680	Standard Battery, 9 Alkaline, PK12														
16.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
16725		GEORGIA-PACIFIC	27566	Single Fold Towels, Dry Universal, 9 1														
16819		3E-LI BATHO	FSITBLNSLSPEELYC03	Fluorescent Linear Lamp T8, Cool 41888														
17776		AM- A WOLLER	66950	High Cap Pleated Filter, 20x25x2 MERV8														
17672		7TOUCH CLIP	120570	Trigger Sprayer, 32 oz., for/Metro														
17726		JACKSON SAFETY	97188	Safety Glasses, Smoke, Nitrile														
16.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
16939		AM- A WOLLER	PM311	8-E Cap Pleated Filter, 20x20x2, MERV7														
15804		Hex LIFE ADVANCE	C35-4P27-N	Electronic Ballast, T8 Lamps, 120/277V														
17715		7TOUCH CLIP	4P643	Trash Bags, 40 in x 46 in gal., 12 micron, MICR														
15608		CONDOR	54MR	Jersey Gloves, S/ LT, Brown / N														
19648		DETCHAMP/SPI	7MF	Glue Trap 3/16"L x 4-1/2"W x 4"H														
16.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
17195		FLEP-SEDAN	303011	Marking Paint, 17 oz., Caution BLUE PACK														
15302		ALIMAL	AP31A	Breaker Kit, Vacuum														
16802		ANGEL	93-567	Cotton Gloves, M, Yellow, PR														
16441		CONDOR	33C13	Leather Gloves, Multi-Purpo, LG														
16.787		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV7														
13707		3 PALLT	CPAB8C2	Cart/3P Rbbrmd, 8DT, 4-1/2"x 4-5/7"x 5 5/7														
16731		GEORGIA-PACIFIC	6P511	Facial Bag, White, 9 in w, , 16 in, PK500														
13722		CONDOR	3R4A7	Coated Gloves, Palm and Fingers, BL, PR														
13343		CONDOR	33C19	Leather Drivers Gloves, Cowhide, L, 25														
13671		CONDOR	3R4A6	Leather Drivers Gloves, Cowhide, M, 25														
16.787		AM- A WOLLER	PM310	8-E Cap Pleated Filter, 20x20x1 MERV7														
13619		CONDOR	54MR8	Safety Glasses, Clear, Nitrile														
13659		AM- A WOLLER	PM312	8-E Cap Pleated Filter, 20x25x1, MERV7														
13991		ENERGIZER	LR1300-A	Standard Battery, AA, Lithium, PAC														
12595		3 PALLAT	3PD-ADMO-45-B-	Mechanics Shop Rt, Black/Gray, PR														
12305		ALIMAL	3SS4A5HWR	Waste Sheet Light Assembly														
12.787		ALIMAL	AP31A	Breaker Kit, Vacuum, Universal PACK														
12705		STOLAS	42213	Hand Cleaning Towels, 10" x 12", 10/cs														
11865		FLEP-SEDAN	303021	Marking Paint, 17 oz., Caution BLUE/ORNA Mar														
11889		SUPERMEDIA	5912	Hand Warmer, 3-1/2 in. x 4-1/2 in., PK														
11839		MICROFLEX	MF-FINEX-	Disposable Gloves, Nit rile, Black, PR100														
11.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
11656		7TOUCH CLIP	2X350	Mops and Handl Rdle, Aerosol, 18 oz.														
11686		GEORGIA-PACIFIC	26981	Pedi Hardwound, 7-7/8", 800 FL, Brown, PAC														
11693		CONDOR	3EA36	Anti-Glare Lens, Natural, PK														
11250		GE LI BATHO	FSAPLTLSHLLYA3/CO	Fluorescent Linear Lamp T12, Cool 41888														
11.787		GE LI BATHO	FA8T12/CO	Fluorescent Lamp T12 Daylight, 59906														
11387		MICROFLEX	MF-FINEX-	Disposable Gloves, Nit rile, Black, PR100														
11402		MICROFLEX	MF-FINEX-	Disposable Gloves, Nit rile, Blue, PR100														
11613		AM- A WOLLER	PM316	8-E Cap Pleated Filter, 24x24x1, MERV7														
18112		GEORGIA-PACIFIC	11768	Toilet Paper Premium/Bl, Jumbo, 3Ply, PAC														
18816		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
16760		3E-LI BATHO	FSITBLSPEELYC3	Fluorescent Linear Lamp T8, Cool 41888														
16.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
18025		AM- A WOLLER	65938	High Cap Pleated Filter, 20x20x2, MERV8														
18955		AM- A WOLLER	PM909	8-E Cap Pleated Filter, 16x20x1, MERV7														
18998		PURELL	9652-12	Hand Sanitizer, Gel, Refill, 1200														
18667		7TOUCH CLIP	3YV58	Smart 1 .ge , Chlorine Bath to PKT														
18.787		3E-LI BATHO	FSITBLNPALLYC03	Fluorescent Linear Lamp T8, Cool 41888														
18620		ITALIATOR & ASSOCIATES	37420	Corrugated Marking Pennants Red, 5 1 /2"														
18818		ARTOMAC	9662	Lanyard Ball Snp/Hook Blue, Full Spring, Twin														
18707		MICROFLEX	MF-FINEX-	Disposable Gloves, Nit rile, Black, PR100														
18717		MICROFLEX	3644	Disposable Gloves, Nit rile, Black, PR100														
18951		AM- A WOLLER	65931	Anti-Cap Pleated Filter, 20x20x2 MERV8														
8984		FLEP-SEDAN	303023	Marking Paint Striping Paint White														
				1-4 CUP GLOSS														
				1-4 ALLOY FLAT WASHER														
				1-4 SUPER PRIM DRILL														
				5/8 USS ALLOY FLAT WASHER														
				5/ 16 BLACK RIVET														
				1-4 SUPER PRIM DRILL CORAL														
				5/8 SUPER PRIM DRILL 1-3/8														
				5/8 SUPER PRIM DRILL														
				7/32 USS ALLOY FLAT WASHER														
				3/16 SUPER PRIM DRILL														
				1-4 SUPER PRIM DRILL														
				1/

MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lawson Products, Inc.

Contact Person Michael Drinane

Signature

Date 6/14/2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E

RESP-24-02E
RFP-24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
APPENDIX C - PRICE SHEET (Addendum 2)

CORE LISTING MARKET BASKET

OFFEROR ITEM NUMBER	OFFEROR ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER'S MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, if available)	UNIT OF MEASURE (PACK, if available)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if available)	ALTERNATE UNIT OF MEASURE (PACK, if available)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
24256				24 AO PHYTE GLEANING TILE														
2885				2-4 ERO MPK SELECT 17 EVO														
668995				15 SILVERBACK SUPER PUNCH TILE 36														
11051				BRACES NOT 2.5 IN WIDE MPK PPK 5														
11052				BRACES NOT 2.5 IN WIDE MPK PPK 6														
668207				Dreamline Base 13-3/4 D X 54 Ceramic Floor Tile (Common: 13-in X 13-in; Actual: 13.63-in X 13.63-in)														
67066				48 GAL 42 MILLY														
668				1-4 A 3 TC PLY STRUCTURED BOARD														
237718				SLIMLITE 10 LB CONCRETE MIX														
11050				2-4 ERO MPK SELECT 17 EVO														
134017				DPS SILLS PERMIT ADVANCE SCRUB														
147168				MESSAGE MAKING BOB SAUCE 16 IN														
66265				2-CUT PREMIUM SAFEGUARD 16														
668207				2CHAIR Design 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in; Actual: 13.07-in x 13.07-in)														
21730				PAN TO DUMP PLASTIC CUSTOM														
66265				2-CUT PREMIUM SAFEGUARD 16														
66906				AM 1-CT 1 GR CONCALAT MIRRORS														
7901				2-4-4 TOP SHIELD 40 PENN 27 EC														
433481				2-4-4 TOP SHIELD 40 WHITE EVE														
148134				2HUB WHITE TPR 2PK 5X11 SLPS 4277														
11212				15 X 1 CRT ONE SIDED PVC														
11211				15 X 1 CRT ONE SIDED PVC SLAT														
66802				AM 1-CT 1 IN-PLY 1-5/12 HIGH MAS														
62352				2 GO 1 TB GN TEC WHITE														
146531				30 X 15 1/4 X 52 3 BSD SAT CRUSH 3/4"														
11908				AM 1-CT 316 IN-DISC/LAT MIRRORS														
11210				Mounting Bracket (Mounting Bracket) Handle Holes (Actual: 18-in x 14-in x 18-in)														
147168				2-CUT PREMIUM SAFEGUARD 16														
3865				2-4-4 SQ 60 MPK SELECT 17 EVO														
38665				5/8 X 8 DR PT FORT														
668992				12-15 LISTER AMID PORCH 7/16 16														
11207				AM 1-CT 316 IN-DISC/LAT MIRRORS														
11210				Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in)														
66265				2-CUT PREMIUM SAFEGUARD 16														
38956				2X12 PT PRIMA SAT BRPRO MIL 610														
11903				AM 1-CT 316 IN-DISC/LAT SLAT														
285731				SIMUMA 12-CT FLUFFED MASKS														
536013				SOLUMPKINS UNSWEETENED WOODEIGHT														
668207				2CHAIR Design 13-in x 13-in Ceramic														
31172				PER 9X13 SLIMLY														
67350				AM 1-CT 316 IN-DRUM/LAT MIRRORS														
67341				AM 1-CT 316 IN-DISC/LAT MIRRORS														
3511				1-3 X PM SPRUCE PILE 7/8 95														
148134				2HUB WHITE TPR 2PK 5X11 SLPS 4277														
236241				8X5 1 CT MASCULAR														
1234				2HEX ACTIVITY TL														
148168				2-CUT PREMIUM SAFEGUARD 16														
366914				2 IN HEPT PLUG ACTIV 300 PSN														
148423				PROJECT SEALER 2 IN 1 IN HP DRUM														
415468				2-4-4 TOP SHIELD 40 WHITE EVE														
11209				2-4-4 SQ 60 MPK SELECT 17 EVO														
669168				5/8 X 12 X 8 DR PT FORT														
11907				AM 1-CT 516 IN-DISC/LAT SLAT MIRRORS														
484601		GE LIGHTING	F32T8/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
136071		GE LIGHTING	F32T8/SPX35/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
11907		GE LIGHTING	F32T8/SPX30/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
66206		GE LIGHTING	F32T8/SPX35/ECO	Fluorescent Linear Lamp T8, Neutral, 3500K														
62312		Tilcode SLIP	20M004	Trash Bags/40 gal - 2.00 mil, PK100														
57805		DURALITE	FC3400RD	Standard Battery Add-A-Head, PK12														
36177		OFF	20M00	Insect Repellent, Aerosol, 6 oz														
66207		GE LIGHTING	F32T8/SPX40/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
11907		GE LIGHTING	F32T8/SPX50/ECO	Fluorescent Linear Lamp T8, Cool, 5000K														
66455		CONDOR	4YN5	Safety Glasses, Clear Lens, Frameless														
22635		AFL KINGSLEY	2N720	Std Cap Pleated Filter, 20x20x1 MERV8														
22639		Tilcode SLIP	31298	Toilet Bowl Cleaner, 32 oz, Bubble														
68869		AFL KINGSLEY	2N728	Std Cap Pleated Filter, 16x20x1 MERV8														
68948		AFL KINGSLEY	2N720	Std Cap Pleated Filter, 12x24x1 MERV8														
68949		AFL KINGSLEY	2N724	Std Cap Pleated Filter, 16x24x1 MERV8														
57144		CONDOR	5JR90	Anti-Glare Lanyard, PK														
22673		FRESHWATER	PP4HC	Pavement Repair Pail, 4.00 lb, Bag														
29538		CONDOR	5JR56	Jersey Gloves, S-LT, L-Brown, PK														
33411		ULTRASPHERE LASER	5JR30	Safety Glasses, Clear Lens, Clear Frame														
29538		CONDOR	5JR56	Jersey Gloves, S-LT, L-Brown, PK														
38662		FLAMINGO	7TGA10000148	Pail Mop Nut, Microfiber														
29619		SCOTCH	3M-SURFD-EMSHT	Electrical Tape, 7 mil, 3/4" x 66 ft, Blk														
29106		PHILIPS MONROE	17W/827/A	Electronic Ballast, T8 Lamps, 120/277V														
21565		AFL KINGSLEY	2N720	Std Cap Pleated Filter, 24x24x2 MERV8														
21805		DURALITE	FC7PK	Standard Battery 2/Alkaline, PK12														
484601		GE LIGHTING	F32T8/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
29618		CONDOR	5JR60	Safety Glasses, Clear Lens, Frameless														
29071		AMERCO	55475	Disposable Gloves Nitrile L, Blue, PK100														
24343		Tilcode SLIP	38R00	Toilet Brush Riser 17"														
29068		GE LIGHTING	F32T8/SPX/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
29010		GEOSQUIM NOTIC	20M40	Anti-Perspirant, Aerosol, 6 oz														
22657		AFL KINGSLEY	2N724	Std Cap Pleated Filter, 24x24x1 MERV8														
23052		AFL KINGSLEY	2N720	High Cap Pleated Filter, 20x20x1 MERV8														
23952		AFL KINGSLEY	2N916	High Cap Pleated Filter, 16x20x1 MERV8														
22726		Tilcode SLIP	31PK98	Sir Lip Wet Wipe, 8 in. - Sachet														
21222		AFL KINGSLEY	2N916	High Cap Pleated Filter, 20x20x1 MERV8														
29618		CONDOR	5JR60	Safety Glasses, Clear Lens, Frameless														
29650		DURALITE	10-118MPK	Battery, 12V, Lithium, AP														
29652		ANSELL	97-175	Disposable Gloves Nitrile M, Blue, PK100														
29641		AFL KINGSLEY	2N924	High Cap Pleated Filter, 24x24x1 MERV8														
57815		DURALITE	FC3400	Standard Battery C, Alkaline, PK2														
147193		SHOWER APPROVED	14414	Antiseptic Foam Hand Wash, 1000 ml, 4 Pk														
484601		GE LIGHTING	F32T8/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
14319		GE LIGHTING	F32T8/SPX/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
11774		AFL KINGSLEY	2N720	High Cap Pleated Filter, 20x24x1 MERV8														
57651		Tilcode SLIP	118535	Trigger Sprayer, 32 oz., Soft White														
147168		JACKSON SAFETY	19080	Safety Glasses, Smoke Mirror														
14319		DURALITE	FC3400RD	Standard Battery 2/Alkaline, PK12														
11907		GE LIGHTING	F32T8/SPX30/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
57804		PHILIPS MONROE	15-BATTON	Electronic Ballast, T8 Lamps, 120/277V														
11715		Tilcode SLIP	68588	Trash Bag/68 Ltr/18 gal - 16 micron/PK90														
11918		CONDOR	5JR98	Jersey Gloves, S-LT, L-Brown, PK														
11545		CATCHMASTER	72AT	Glue Trap 2/3 X 4-1/2 PPK 4 PK														
11907		GE LIGHTING	F32T8/SPX/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
11181		FLEXI-CLEAN	20M01	Marking Paint, 17 oz., Can or 6/CARTON														
11202		ALMAS	5N114	Bracelet-Kit (Variety)														
14903		ANSELL	16-347	Cut Resistant Gloves, M, Yellow, PK														
14441		CONDOR	33L53	Leather Drivers Gloves, Keystone Thumb, L, PK														
14322		AFL KINGSLEY	2N720	Std Cap Pleated Filter, 20x24x1 MERV8														
11774		AFL KINGSLEY	2N724	Std Cap Pleated Filter, 24x24x1 MERV8														
14748		SHOWER APPROVED	14911	Hand Wipe, Alcohol Free, 1.5 x 5 PK/480														
11712		CONDOR	33L82	Cowhide Drivers Palm and Fingers, PK														
11543		CONDOR	33L58	Leather Drivers Gloves, Keystone, L, PK														
13875		CONDOR	33L66	Leather Drivers Gloves, Keystone, XL, PK														
11969		AFL KINGSLEY	2N724	Std Cap Pleated Filter, 12x24x1 MERV8														
11907		GE LIGHTING	F32T8/SPX/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
11503		AFL KINGSLEY	2N114	Std Cap Pleated Filter, 20x20x4, MERV8														
11961		CAGE-EDEN	1-114R-8	Standard Battery 4/Lithium, PK8														
12105		SCRUBLAY	1TEX-WPA-99-BL	Mechanics Gloves XL, Black/Gray, PK														
12105		ACUITY	2NXT-RSB-SM1	Motion Dispenser Assembly														
11961		ANSELL	97-175	Disposable Gloves Nitrile M, Blue, Industrial, PK10														
11926		3M	4277	Hand Cleaning Towels, 10" x 17", Citrus														
11865		FLEXI-CLEAN	20M02	Marking Paint, 17 oz., Case Blue/WPA Blue														
11869		HITACHIBEAL	5N10	Hand Washing, 0.5 Gl. x 4/CS, Pk														
11839		MICROFLEX	MK-296-L	Disposable Gloves Nitrile L, Black, PK100														
11715		SCRUBLAY	1TEX-WPA-99-BL	Mechanics Gloves L, Black/Gray, Neoprene, PK														
11808		Tilcode SLIP	31PK81	Pressure and Vacuum Filter, Aerosol, 20 oz.														
11869		GEOSQUIM NOTIC	20M40	Anti-Perspirant, Aerosol, 6 oz														
11403		CONDOR	33L9	Knit Gloves XL, Natural, PR														
11355		GE LIGHTING	F54PUT/SPX41/ECO	Fluorescent Linear Lamp T5, Cool, 4100K														
11345		GE LIGHTING	F40/ECO	Fluorescent Lamp T12, Daylight, 2700K														
11367		HONEYWELL	5V11-1005	Sweatband Visors, XL, Blue/Gray, PK														
11907		GE LIGHTING	F32T8/SPX30/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
11813		AFL KINGSLEY	2N724	Std Cap Pleated Filter, 12x24x1 MERV8														
14812		GEOSQUIM NOTIC	11760	Toilet Paper, Enviro/Fit, Jumbo, 2Ply, PK6														
14816		GE LIGHTING	F32T8/SPX30/ECO	Fluorescent Linear Lamp T8, Warm, 3000K														
14749		GE LIGHTING	F32T8/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
14748		GE LIGHTING	F32T8/SPX35/ECO	Fluorescent Linear Lamp T8, Neutral, 3500K														
14823		AFL KINGSLEY	2N724	High Cap Pleated Filter, 20x24x1 MERV8														
14855		AFL KINGSLEY	2N924	Std Cap Pleated Filter, 16x20x1 MERV8														
14898		PURELL	5N53-12	Hand Sanitizer Gel-to-Go!,														
14907		Tilcode SLIP	33R58	Bleach, Liqu., Chlorine Gal-to-Pit														
14922		CONDOR	5JR90	Safety Glasses, Clear														
14923		SHOWER APPROVED	14911	Hand Wipe, Alcohol Free, 1.5 x 5 PK/480														
14918		GEOSQUIM	20M00	Insect Repellent, Aerosol, 6 oz Spring Term														
14947		MICROFLEX	MK-296-XL	Disposable Gloves Nitrile XL, Black, PK100														
15012		MICROFLEX	5N44	Disposable Gloves Nitrile XL, Black, PK100														
3865		AFL KINGSLEY	2N916	High Cap Pleated Filter, 20x24x1 MERV8														
3984		FLEXI-CLEAN	20M03	Marking Paint, Solvent, Paint Yellow														
				1/4 LOA PLOP FLAT MANGER														
				1/4 LOA PLOP FLAT MANGER														
				1/4 SUPER PRIMORIAL														
				5/8 LOA PLOP FLAT MANGER														
				8 LOA BLACK TRUST														
				1/4 SUPER PRIMORIAL COPPS														
				1/4 SUPER PRIMORIAL LAM														
				1/4 SUPER PRIMORIAL														
				5/16 LOA PLOP FLAT MANGER														
				3/4 SUPER PRIMORIAL														
				1/4 LOA DOR VECTAT														
				1/2 SUPER PRIMORIAL														
				1/4 LOA PLOP FLAT MANGER														
				5/16 SUPER PRIMORIAL														
				3/8 LOA DOR VECTAT														
				5/16 SUPER PRIMORIAL														
				1/2 LOA PLOP FLAT MANGER														
				1/2 LOA PLOP FLAT MANGER														
				5/8 LOA CABLE TIE														
				1 DFL ANG DR PT 5/8 PK														
				1/4 SUPER PRIMORIAL														
				1/2 LOA PLOP FLAT MANGER														
				20-18 BKT HOLD FT CONN														
				PATTY BLUEPRESS BUTT CON														
				1/8 MIL ALLOY FLAT MANGER														
				7/16 SUPER PRIMORIAL														
				7/16 LOA PLOP FLAT MANGER														
				1/4 LOA DOR VECTAT														
				1/4 SUPER PRIMORIAL														
				NITRILE BLK CABLE TIE														
39611				Cable Ties Nylon, 11.75" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 9" Bundle Diameter														
39612				Cable Ties Nylon, 14.96" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 11.5" Bundle Diameter														
66613				Cable Ties Nylon, 15.35" Length, 0.36" Width, Black, 120 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter														
66812				Cable Ties Nylon, 4" Length, 0.14" Width, Black, 40 LBs Minimum Loop Tensile Strength, 1.06" Bundle Diameter														
39609				Cable Ties Nylon, 8" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 2.56" Bundle Diameter														
38445				Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/4														
38447				Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 5/8														
38448				Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 3/4														
38438				Lock Washer, Wire, Steel, Zinc Finish, 1/4														
19002				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16														
4559				Lock Washer, Wire, Steel, Zinc Finish, 5/16														
4558				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/8-18														
4548				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20														
4556				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 7/16-14														
19004				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 3/8														
4550				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/8-18														
19003				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 7/16														
19013/8				Hex Nut, Grade 5, Zinc Finish, Steel, 5/16-18														
19002				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16														
33671				2-Piece Heat Seal Butt Connector 16-14 AWG, 1.40" Length														
38435				Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/4														
1960048				Cable Ties, 14.17" Length, 0.354" Width, Black, 50 LBs Minimum Loop Tensile Strength, 3.54 - 4" Bundle Diameter														
4538				Lock Washer, Wire, Steel, Zinc Finish, 3/8														
19007				Hex Nut, Grade 5, Zinc Finish, Steel, 3/4-10														
4557				Self-Drilling Screw, Hex Head, Zinc Finish, Steel, #10 x 3/4"														
38437				1-PK 5/8 HUB SLEEVE														
4548				5/8 SUPER PRIMORIAL														
4558				1/2 LOA PLOP FLAT MANGER														
4548				1/4 SUPER PRIMORIAL														
4558				1/2 LOA PLOP FLAT MANGER														
4548				1/4 SUPER PRIMORIAL														
4558				1/2 LOA PLOP FLAT MANGER														
19005				1/2 SUPER PRIMORIAL														
19013/8				3/4 LOA PLOP FLAT MANGER														
19002				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16														
4559				Lock Washer, Wire, Steel, Zinc Finish, 5/16														
4558				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/8-18														
19013/8				3/4 LOA PLOP FLAT MANGER														
19002				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16														
4559				Lock Washer, Wire, Steel, Zinc Finish, 5/16														
4558				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/8-18														
19002				Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16														
4559				Lock Washer, Wire, Steel, Zinc Finish, 5/16														
4558				Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/8-18														
19013/8				3/4 LOA PLOP FLAT MANGER

MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lawson Products, Inc.

Contact Person Michael Drinane

Signature

Date 6/25/2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

Appendix C, Doc #1

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ✓ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

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

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

VP- Strategic Accounts, Government and Segment Sales

Authorized Signature & Title

6/14/2024

Date

Appendix C, Doc #2

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

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Lawson Products, Inc.

Address 8700 W. Bryn Mawr Ave., Suite 900
Chicago, IL 60631

Phone (800) 890-8198

Fax (312) 267-1734

Contact

Signature
Lisa Castanon
Printed Name
Manager, Government Contrancts & Compliance
Position with Company

Official Authorizing Proposal

Signature
Michael Drinane
Printed Name
VP- Strategic Accounts, Government and Segment Sales
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1175899

Date Filed:
06/14/2024

Date Acknowledged:

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

Lawson Products, Inc.
Chicago, IL United States

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

Region 4 Education Service Center

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

24-08
Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael Drinane, and my date of birth is 10/24/1970.

My address is 8770 W. Bryn Mawr Ave., Suite 900 (street), Chicago (city), IL (state), 60631 (zip code), USA (country).

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

Executed in Cook County, State of Illinois, on the 14 day of June (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Drinane, as an authorized representative of

Lawson Products, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

6/14/2024

Date

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.
Lawson Products Response:
Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. Mr. Port recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a $25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May

of 1952. Mr. Port named Lawson Products after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired, due to his character, business acumen, and generosity. Lawson Products went public in 1970 allowing Sid Port retained a highly active role until his death in 2007. Lawson Products corporate office is still located in Chicago, IL.

While Lawson Products started with fasteners, we continue to expand and grow the breadth of our product line with the changing of the times and the needs of our customers.

In 2022, Lawson Products officially merged with Gexpro Services and TestEquity under the holding company Distribution Solutions Group. Each of the 3 specialty-distribution, industry-leading businesses continue to operate independently with three separate leadership teams. Placing them under a single holding company structure allows the leveraging of financial resources, best practices, common resources, and various technology across the platform.

Today, Lawson Products continues to value the entrepreneurial spirit, results-driven attitude, and integrity of its employees & customers. The company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive to meet customers' needs.

Currently, Lawson Products is actively servicing about 600 customers with OMNIA Partners with annual revenue just over $13 million.

B. Total number and location of salespersons employed by Supplier.

Lawson Products Response:

Lawson Products has approximately 1,786 employees, 1,112 field sales representatives, 332 corporate including phone agents, and 342 warehouse.

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

Lawson Products Response:

Lawson Products corporate office is at 8770 W. Bryn Mawr Ave. Suite 900, Chicago, Il. 60631. Lawson Products has support centers located in our corporate office and in our four Distribution Centers: Suwanee, GA, McCook, IL, Dallas, TX, Reno, NV.

D. Annual sales for the three previous fiscal years.

Lawson Products Response:

2021 - $417,730,000
2022 - $442,660,000
2023 - $468,379,000

a. Submit FEIN and Dunn & Bradstreet report.

Lawson Products Response:

Lawson Products FEIN is 80-0496603. Please find Lawson Products' W9 listing our FEIN and the complete Dunn & Bradstreet report attached in our submission section.

E. Describe any green or environmental initiatives or policies.

Lawson Products Response:
Lawson Products embraces the incorporation of sustainable business practices increases our operational effectiveness, can decrease costs, and promotes a positive corporate culture. Lawson Products sustainability core team includes Rick Pufpaf, VP, Compensation & Benefits and Chief Compliance Officer, Heather Buck, Senior Director, Technical Services and Product Information Management, & Nick Del Vecchio, Manager, Safety.
Through a broad mix of initiatives, Lawson Products is increasingly focused on how to operate more visibly as a "green" company. Lawson Products has introduced an environmentally friendly product line, employed innovative reclamation techniques and products to keep hazardous materials out of landfills, and promoted recycling and environmentally friendly cleaning practices across its business locations.
Lawson Products complies with current regulatory and government agency requirements and follows a documented environmental policy and guidance statements.

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

Lawson Products Response:
Lawson Products has a Diversity and Small Business Initiative to partner with Certified Firms. Lawson Products works with minority, women, veteran, service-disabled veteran owned businesses. Lawson Products has been actively seeking value-added diversity and small business partners, where Lawson Products can help mentor the small business and allowing them to service the end user.

Lawson Products solicits new Certified Firms for subcontracting by:
• Landing page https://www.lawsonproducts.com/resources/small-business
• Recommendations from field representatives, or customers
• Connecting on social media, Linked In, or State specific websites.
• Attending Diversity and Small Business trade shows.

Currently, Lawson Products has several options of Diverse or Small businesses by state that can meet this requirement for agencies offering the small business the same discounts as to the direct agency.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☑ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☑ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☑ No

If yes, list certifying agency: _____

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

Lawson Products Response:
Lawson Products is owned by Distribution Solutions Group, our sister companies we would like to add as affiliates.
Kent Automotive
S&S Automotive
Test Equity
GexPro Services
Emergent Safety Solutions
Hisco Supply
Additionally, our small business partners
Bravia Services SDVO
Mavich Woman and Minority
Alabama Industrial Minority

Lawson Products will house all the affiliates on the OMNIA homepage of Lawsonproducts.com. Lawson Products will update the affiliate list monthly or as needed. Lawson Products will work with the sister companies to ensure reporting and fees are paid per the contract. Our small business partners, Lawson Products will be responsible for their fees and reporting.

I. Describe how supplier differentiates itself from its competitors.

Lawson Products Response:
Lawson Products has agility and the flexibility to be able to work with our customers how they would like for us to work with them. We provide a high touch and vendor managed inventory approach to serving our customers of all sizes. Lawson Products sales representatives are front-line product and application experts. Our sales representatives are experienced and will identify and evaluate challenges on-site and recommend product solutions and applications. All

customers will be assigned a Lawson Products sales representative that is: technically trained, operationally trained, and focused on equipment uptime.

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

Lawson Products Response:
Please find the link below to Lawson Products' SEC 10K filing for information pertaining past litigations. Lawson Products has not filed for bankruptcy or has not had a reorganization.

Form 10-K for Distribution Solutions Group INC filed 03/07/2024

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Lawson Products Response:

Lawson Products is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Lawson Products Response:

Lawson Products has not been debarred or suspended.

3.2 Distribution, Logistics

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

Lawson Products Response:
Fastening Systems (nuts, bolts, screws) – 22%
Cutting Tools and Abrasives (drill bits, saw blades, grinding discs) – 14%
Fluid Power (hoses and fittings) – 13%
Chemicals (adhesives, coatings, paints, drain maintenance) – 11%
Electrical (adapters, wire, connectors, battery maintenance) – 10%
Aftermarket Automotive Accessories (repair clips, wheel weights, bulbs) – 7%
Safety (personal protective equipment, apparel, sighs, logout tag-out) – 6%
Welding and Metal Repair (welding tools, helmets and accessories) – 2%
Other (shop supplies and hand tools) – 15%

Lawson Products continues to add to our core product line monthly and has the ability to source line extension, one-time purchases, and other items as required by our customer.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lawson Products Response:
Lawson Products services all 50 States, US territories, and Canada. Lawson Products is able to service all 50 states through our state-of-the-art distribution centers strategically placed in 4 locations. Lawson Products has six state-of-the-art distribution centers across the U.S. and Canada. Lawson Products ships 99% of all lines complete within 24 hours from these six distribution centers and also offers will-call services at each center. Lawson Products ships FOB Destination for standard shipping methods. Lawson Products can guarantee next day delivery in an emergency utilizing air freight services, for an additional cost to the customer, if necessary. Lawson Products Distribution Centers are full stocking. Lawson Products Customer Pick-Up service in an emergency to pick up the necessary parts is available at our Distribution Centers through our will-call window.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
Lawson Products Response:
Lawson Products has strict compliance with regard to ensuring OMNIA Partners' participants obtain accurate, contractual pricing from the time an account is established with Lawson Products. New account creation protocol requires our Lawson Products field sales representatives work through our Government Operations Team to ensure proper and comprehensive set-up of all OMNIA Partners' requiring new Lawson Products accounts at the account level.

The Government Operations Team then verifies the customer against the OMNIA Partners' participant list to determine if they are a bona fide member of the cooperative. The account request is then associated with correct Region 4 ESC / OMNIA Partners pricing and is grouped together, with the Lawson Products contract code for OMNIA Partners' participants' accounts for the purposes of reporting.

On the first business day of the week, Lawson audits the prior week's new accounts using a customized report to target potential problematic areas (i.e., improper pricing or inexact report tagging). Any incorrectly identified accounts are gathered and corrected. Internal service-level agreements between the departments responsible for auditing and fixing errors assure a 24-hour turnaround time and in most cases, do not exceed a 2-hour timeframe.
The report is then re-run on the second day of the week for those now corrected accounts to confirm completeness and correctness.

Monthly reports to OMNIA Partners are identified and timed in advance and are managed through our contract management system to ensure timeliness of reporting and remittance of the administrative fee.
Lawson has the ability to create reporting for OMNIA Partners' participants on an ad hoc, monthly, quarterly or annual basis. Reporting can include the following:
• Cost savings reports
• Product usage reports
• Comparison reports over time (e.g. year-over-year, month-over-month)
• Fill rate reports
• Monthly contract sales reporting

Participating Agencies will see the OMNIA Partners contract number on all customer facing invoices, ensuring that the customer is aligned to the contract.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
Lawson Products Response:
Lawson Products handles all of the processing of our orders. We partner with UPS as our main shipping provider for small packages and with R&L Carriers for our LTL shipments.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.
Lawson Products Response:
Lawson Products has four distribution centers strategically placed in the United States and several in Canada. The United States sites are:
• Suwanee, GA- 102,000 sq ft
• McCook, IL- 300,000 sq ft
• Dallas, TX - 179,400 sq ft
• Reno, NV-110,000 sq ft

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Lawson Products Response:
Lawson Products does not require any portions of the response to be excluded from the website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

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

Lawson Products Response:
With the full support of Lawson Products' Government Sales Account Managers, sales leaders, and executive leaders, our marketing program will be implemented quickly. The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership has gained over the course of Lawson's existing OMNIA Partners Region 4 ESC MRO contract will be an asset to another contract implementation.
Within the first 30 days, Lawson Products will update and create new marketing material. The distribution of our co-branded marketing materials will be delivered to public sector customers and prospects via the following channels/platforms:
1. In person via our direct sales force of over 1,000+ sales representatives and managers
2. Digitally on our website and through our direct marketing email program
3. Broad-based marketing using tactics like advertising and tradeshow
4. Co-branded marketing in partnership with OMNIA Partners including OPUS
The focus of the marketing communications will be segmented according to the following audiences to ensure appropriate messaging and call-to-action:
Public agencies utilizing or pigging backing on Lawson's existing Region 4 ESC contract
Eligible public agencies that are current customers of Lawson, but are not leveraging our partnership with OMNIA Partners
New public agencies not currently doing business with Lawson

Days 1-10:
Host conference call with OMNIA Partners' development and marketing teams to discuss best practices and framework for marketing program.
Release co-branded press release to trade and public sector procurement publications with the approval of OMNIA marketing team. Additionally, post on

social media sites the new award details.
Confirm existing registration at key national and regional tradeshows for NIGP, NAEP, NPI.
Extend registration to other regional tradeshows as determined by OMNIA Partners development contact and Lawson Products Director of Government Sales.
Continue to Partner with OMNIA Partners on joint author articles and blog promoting Lawson Products and OMNIA Partners.
Set goals for existing account growth and new account conversion to OMNIA Partners by sales district
Engage the Contracts and Implementation manager for team meetings and updates on progress to OMNIA Partners contact.

Days 11-45
Update all existing marketing materials with new award details and identify new materials to be created; deploy to sales representatives and managers for use
Update OMNIA Partners section on Lawson's intranet site to reflect new award details
Update OMNIA Partners page on Lawson's public website to reflect new award details and digital versions of marketing materials (lawsonproducts.com/resources/omnia-partners). The site will clearly inform public sector customers on the dedicated phone and email for them.
Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement
Create framework for email program to all of Lawson's public sector email subscribers
Identify case study participants and begin working accordingly with willing agencies
Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g. editorial placements, op-eds, paid advertisements)
Begin production of state and local government product marketing flyers, segmented by department/agency (e.g. Facilities maintenance, fleet and transit maintenance, etc.)

Days 46-90 and beyond
Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers
Rollout email program, case studies, PR engagements and product marketing flyers

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

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

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

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

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

Lawson Products Response:
The first 90 days after award are critical in creating alignment & engagement among our corporate support departments & 1,000+ field sales representatives & sales leaders.
Lawson's team of Government Sales Managers, public sector contracting specialists, sales leaders, & executive leaders will be the primary individuals responsible for setting the go-to-market strategy & ensuring its consistent & continuous execution.
Below is the 90-day plan describing the strategy to immediately implement with Lawson's sales organization & corporate support teams the Master Agreement as Lawson's primary go-to-market strategy for public sector agencies.
OMNIA Partners Region 4 ESC is Lawson Products preferred contract. As such, this implementation will have priority for the entire company.
Days 1-10:

Announcement of award & describing key implementation tactics to follow from executive leadership, including CEO, Cesar Lanuza & CCO, Greg Wright, using inter-company communications platforms & media:
Stand-alone email announcement
"Sales News" newsletter announcement
Message on homepage of Lawson Central, Lawson's intranet
Messages in newsfeeds of Microsoft Teams, Lawson's internal sales "social networking" platform
Announcement on lawsonproducts.com, social media, & press release about the new awarded contract which will include links to the OMNIA Partners landing page on Lawsonproducts.com with contract details & dedicate contact information.
Work with OMNIA Partners' development team & sales managers to collaborate on implementation strategy for the contract overall & separately by SLED segments, including communication plan & training best practices.
Internal Teams calls specific to each department regarding their role in supporting the Region 4 ESC contract.
Update the Region 4 ESC / OMNIA Partners page on Lawson's intranet with new contract documentation & revised marketing materials
Assign regional sales managers, district sales managers & field sales representatives to mandatory digital curriculum in Lawson University, Lawson's interactive training & education platform. State & local sales education curriculum includes:
Selling the lead agency & cooperative procurement model
Compliance to contract terms & conditions
Understanding the public procurement process
Positioning Lawson Products in public sector accounts
Days 11-45:
Load latest OMNIA Partners' participant list into customer management system (CRM) for assignment to individual regional sales managers, district sales managers & field sales representatives
Send district managers & field sales representatives supporting marketing tools, including flyers & brochures that specifically promote the Region 4 ESC contract with Lawson Products
Based on strategy, establish OMNIA Partners-hosted training opportunities for Lawson's regional sales managers & district sales managers
Deploy government sales account managers to each district to assist district managers & field sales representatives with opening new accounts & transitioning existing eligible public sector accounts to the Region 4 ESC contract
Work with the Marketing Team on registering & participating with OMNIA Partners at all NIGP, NPI, & others as recommended by OMNIA.
Days 46-90:
Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, & reinforce previously delivered digital education topics on how to sell cooperative agreements (with OMNIA Partners' participation depending on schedule/availability)
Monitor & measure conversion of new accounts to the Region 4 ESC agreement
Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all Region 4 ESC contract users & OMNIA

Partners' participants
Follow-up with OMNIA Partners' development & sales teams to gauge success & determine next steps

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

Lawson Products Response:
OMNIA Partners is our preferred public sector contract and the only one we have specific, required contract training for all of our field sellers. While we have other national, regional and local contracts, they are for a specific customer's requirements (TIPS, BUYBOARD, PSA, AEPA, 1GPA, NASPO Professional Tools). The sum of our smaller contracts is less than $1 Millon. OMNIA Partners in 2023 was $13,460,946.
Lawson Products will transition all existing OMNIA Partner customers to the new contract once it is awarded. Lawson Products will continue to partner with OMNIA Partners and OPUS to open or transition existing business to the OMNIA Partners contract as requested by the public agency.

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

Lawson Products Response:
Lawson Products acknowledges and agrees to provide our logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Lawson Products will also obtain the required permission for the use of OMNIA Partners logo for reproduction.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Lawson Products Response:

Lawson Products will be proactive in direct sales of our goods and services to Public Agencies nationwide and will provide timely follow up to leads established by OMNIA Partners. Lawson Products will communicate the following: Master Agreement was competitively solicited and publicly awarded by Region 4 ESC, best government pricing, no cost to participate, and that it is non-exclusive.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Lawson Products Response:

Lawson Products confirms that we will train our national sales force on the Master Agreement which will include: Key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and the knowledge of benefits of the use of cooperative contracts.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

Lawson Products Response:

Please see below for the requested information in blue below:

i. Executive Support - Michael Drinane - VP- Strategic Accounts, Government and Segment Sales, mike.drinane@lawsonproducts.com, 773-304-5360

ii. Marketing - Deanie Sweeney- Government Programs Manager, deanie.sweeney@lawsonproducts.com, 404-421-7654

iii. Sales - Ellen Holditch, Director of Government Sales, ellen.holditch@lawsonproducts.com, 817-399-9797

iv. Sales Support - Jeannie Dentamaro- Manager of Government Team Operations, jeannie.dentamaro@lawsonproducts.com, 773-304-5316

v. Financial Reporting - Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438
vi. Accounts Payable - Alessandro Giglio - Manager, Accounts Payable, Alessandro.giglio@lawsonproducts.com, 773-304-5704
vii. Contracts - Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438

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

Lawson Products Response:
Lawson Products Sales department is led by Greg Wright, Chief Commercial Officer, greg.wright@lawsonproducts.com. There are 5 Regional Sales Managers with a range of 10 to 13 District Sales Managers reporting to them. The District Sales Manager have up to 21 field sales representatives aligned to their district. Additionally, Lawson Products has 12 dedicated Government Sales Managers that specialize and focus on a specific geography in helping the field sales representatives and the district sales manager with government agencies.

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

Lawson Products Response:
Lawson Products will engage the OMNIA Partners team to ensure that the Lawson Products team is utilizing the tools and partnership to grow and target new accounts. OMNIA Connect and OPUS are the main platforms that Lawson Products Field Sellers are using to identify new and potential customers.
The Government Sales Managers, Director of Government Sales, and contracting team will be the primary points of contact for the OMNIA Partners, Public Sector sales teams. The Government Sales Account Managers are Lawson's front line with public sector procurement and are responsible for winning, growing and retaining public sector contracts. There are several ways the Government Sales Managers can engage with OMNIA Partners team:
• Sharing intel on shared pursuits with OMNIA Partners' sales team
• Co-calling on large procurement opportunities
• Giving OMNIA Partners team visibility to local information that impacts existing contracts
• Brainstorming promotions and opportunities for targeted sales programs (by segment, and/or by geography)
The Director of Government Sales proposes to be the primary point of contact for large scale or nation-wide programming in partnership with OMNIA Partners partner development, marketing, and training teams. It is the responsibility of the Director of Government Sales to ensure Lawson's entire sales force is aligned towards the mutual goals established by Lawson and OMNIA Partners. Desired outcomes resulting from this arrangement include:
• Consistent execution of programs and activities between OMNIA Partners team, Government Sales Managers, and Lawson's field sales management
• Creating training events
• Developing national sales growth programs and sales incentives
• Driving systemic adoption of sales resources and tools by the Lawson sales organization (e.g. marketing materials, OMNIA Connect, OPUS, etc.)

• Holding Lawson's sales teams accountable to meeting sales targets and goals mutually agreed to by Lawson and OMNIA Partners

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

Lawson Products Response:
Lawson is fortunate to have had experience implementing and managing the existing Region 4 ESC MRO contract and corresponding cooperative agreement and will bring to bear the knowledge and learnings from that contract term. Lawson Products' current Region 4 ESC contract continues to see 30% sales growth YOY, outpacing general Company growth two-fold and seating the Region 4 ESC contract as Lawson Products' largest public sector contract.

We are confident these results will continue as a result of continuous oversight and attention to be sure Lawson Products' field sales organization and government sales team is focused on growing sales on the agreement. We foresee this coming to life in several ways including but not limited to:

• Partnering with OMNIA Partners partner development and training team to host annual regional meetings where district sales managers can engage first hand with OMNIA Partners education content, corporate personnel, and local sales managers
• Partnering with OMNIA Partners team to rollout new sales tools and resources as they become available
• Involving OMNIA Partners in the creation of Lawson's in-house public sector sales training program
• Creating exciting and rewarding marketing promotions and pricing promotions based on geography, segment, or seasonality
• Monthly reporting on regional performance on growing and retaining business on the contract

Lawson Products' standard operating procedures require accounts be set up on the same day they are requested. This will ensure orders, especially by new customers, are processed and fulfilled promptly. The account setup process includes each account being coded to the OMNIA Partners terms and conditions. After the account setup, customers are able to register on lawsonproducts.com to see contract pricing, place orders and other benefits.

Lawson Products' team of contract specialists is dedicated exclusively to servicing public sector contract business and prioritizes contractual administration and topics concerning Region 4 ESC contract adoptions and piggybacks above other needs or requests in the general workflow.

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

Lawson Products Response:
Lawson Product's Public Agency sales for 2023 totaled $33,898,347. Please see the chart below for Lawson Products top 10 Public Agency customers.

Sold To Account Name	2023 Sales	Key Contact	Sold To
GWINNETT CO. PUBLIC	$ 274,122	Brett Fuller	10004262
PALM BEACH COUNTY	$ 193,806	Kathleen Scarlett	10081067
YALE NEW HAVEN HOSPITAL	$ 176,233	Kevin Koubek	10084084
CAPT JAMES A LOVELL FHCC	$ 160,322	Kathleen Kennedy	10165256
GENUINE PARTS COMPANY 167	$ 145,473	Brent Rodriguez	10256008
NAPA	$ 139,561	Rich Starcher	10189792
PECHANGA CASINO & RESORT	$ 128,682	Justin Marx	10075437
LOS ANGELES WORLD AIRPORTS	$ 120,679	Enrico Lopez	10091472
CITY OF JOLIET	$ 114,199	Greg Ruddy	10075985
NAPA / DC DPW	$ 113,285	Jeanette Callender	10346920

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

Lawson Products Response:
Lawson Products' information technology systems are reliable, interconnected and give employees and customers access to robust data analytics on a secure, yet accessible platform.

Our central enterprise resource planning system (ERP) is SAP. SAP houses Lawson Products' critical customer, product, pricing and shipping data. Our SAP system not only houses all of Lawson Products' critical data but allows us to generate pre-built and custom reports.

The workflow and customer experience of initiating an order through payment is as follows:
A field sales representative or customer initiates the creation of an account
The account is created in SAP with all pertinent terms and conditions included (e.g. tax exempt, price file reflecting contract pricing, billing address, etc.). During account creation an account's affiliation with OMNIA Partners cooperative agreement is identified for tracking and reporting purposes
Once the account is created a quote can be generated in SAP by Lawson Products' field sales representatives or customer service team
After an order is placed a confirmation email is sent to the customer with the contents of the order and pricing
The order is received by SAP and routes the order to the nearest distribution center for fulfillment
The distribution center employees pick and process the order using guidance from SAP on what size box should be used based on the dimensions of the products and recommended packing materials
The shipment leaves the distribution center on the same day the order was received
All shipments on stocked items are received within 1-2 business days from any one of our North American distribution centers
Upon shipments for FOB customers, SAP sends an invoice to the billing address and contact on file for the account

The customer receives a packing slip with the contents of the box and notes any additional items that are shipping separately
The invoice can be paid via credit card, ACH/EFT or check according to the contracted payment terms
Once payment is received the balance on the account updates to $0 in SAP and the order process can begin again

As briefly referenced in the description above, there are several ways orders can be placed, all of which get processed through Lawson Products' central SAP system:
Field sales representative – The customer can place their order with the field sales representative directly and the field sales representative can enter the products and quantities desired to generate a quotation and request a P.O. or credit card number from the customer before moving forward with the order
Customer service team – The customer can call Lawson Products' customer service team to place an order. Because they use the centralized SAP system to place orders, they have full access to OMNIA Partners' participant's order history, order status, delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing information, and contract compliance requirements.
Ecommerce website – Lawson Products' Ecommerce website integrates seamlessly with the SAP platform and provides a shopping experience commensurate with best-in-class business-to-consumer websites. It offers access to the entire catalog of products with the ability to display contract-specific pricing. Customers with a web account can see their full order history, track orders and view detailed product and specification information including MSDS/SDS sheets. Our website also enables workflow management which allows customers to define multiple account users. Lawson Products' employ third party processing of all procurement card information to protect the security of our customer's information
Eprocurement – Lawson Product' Eprocurement solutions allow participants to easily connect to third party e-procurement systems including, but not limited to: OPUS, Ariba, Direct EDI, Exostar, Oracle Exchange, Peoplesoft, SAP, SciQuest, etc.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Lawson Products Response:

$14,268,603.00 in year one
$15,124,719.00 in year two
$16,032,203.00 in year three

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

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Lawson Products Response:
Lawson Products acknowledges the options detailed above for Public Agencies that will issue their own solicitations and will comply with the options provided.

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Lawson Products, Inc. offers over 300,000 SKUs. Lawson will provide country of origin upon request.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ˜

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Lawson Products, Inc. offers over 300,000 SKUs. Lawson will provide country of origin upon request.

Check for YES: ˜✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ˜

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: Lawson Products, Inc.
Address, City, State, and Zip Code: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631
Phone Number: (800) 890-8198
Fax Number: (312) 267-1734

Printed Name and Title of Authorized Representative: Michael Drinane - VP Strategic Accounts, Government and Segment Sales
Email Address: government.sales@lawsonproducts.com
Signature of Authorized Representative: _____
Date: 6/25/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Lawson Products, Inc.

Address, City, State, and Zip Code: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Phone Number: (800) 890-8198 Fax Number: (312) 267-1734

Printed Name and Title of Authorized Representative:
Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Email Address:
government.sales@lawsonproducts.com

Signature of Authorized Representative: _____ Date: 6/25/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

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

Affirmative Steps

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, Lawson Products, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Name and Title of Contractor's Authorized Official

6/25/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

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

Offeror's Name: Lawson Products, Inc.

Address, City, State, and Zip Code:
8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Phone Number: (800) 890-8198 Fax Number: (312) 267-1734

Printed Name and Title of Authorized Representative:
Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Email Address: government.sales@lawsonproducts.com

Signature of Authorized Representative:

Date: 6/25/2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Lawson Products, Inc.

Organization Address: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☑ Other (be specific): C - Corporation

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Distribution Solutions Group, Inc.	301 Commerce Street, Suite 1700. Fort Worth, TX 76102

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https //investor.distributionsolutionsgroup.com/node/16321/html	93 & 94

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Distribution Solutions Group, Inc.	301 Commerce Street, Suite 1700. Fort Worth, TX 76102

Part IV Certification

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

Full Name (Print):	Michael Drinane	Title:	VP Strategic Accounts, Government and Segment Sales
Signature:		Date:	6/25/2024

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Illinois
County of Cook ss:

I, Michael Drinane (name of affiant) residing in Chicago (name of municipality)
in the County of Cook and State of Illinois of full age,
being duly sworn according to law on my oath depose and say that:

I am VP Strategic Accounts, Government and Segment Sales (title or position) of the firm of Lawson Products, Inc. (name of firm)

_____ the bidder making this Proposal for the bid
entitled 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

June 25, 2024

Michael Drinane - VP Strategic Accounts, Government and Segment Sales
(Type or print name of affiant under signature)

Maria S. Cassin
Notary public of Illinois

My Commission expires May 19, 2025

(Seal)

OFFICIAL SEAL
MARIA S CASSIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/19/25

DOC #3

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

Company Name: Lawson Products, Inc.

Street: 8770 W. Bryn Mawr Ave., Suite 900

City, State, Zip Code: Chicago, IL 60631

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

6/14/2024
Date

VP- Strategic Accounts, Government and Segment Sales
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

Certification **1738**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2023** to **15-Jan-2026**

LAWSON PRODUCTS, INC.
8770 WEST BRYN MAWR AVE. SUITE 900
CHICAGO IL 60631

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Lawson Products, Inc.		
Address:	8770 W. Bryn Mawr Ave., Suite 900		
City:	Chicago	State: IL	Zip: 60631

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

Signature	Printed Name	Title
	Michael Drinane	VP Strategic Accounts, Government and Segment Sales

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: N/A
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Distribution Solutions Group, Inc. Home Address: 301 Commerce Street, Suite 1700. Fort Worth, TX 76102	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 5th day of June, 2024

(Notary Public) Maria S. Cassin

My Commission expires: 5/19/2025

OFFICIAL SEAL
MARIA S CASSIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/19/25

(Affiant)

Michael Drinane
VP Strategic Accounts, Government and Segment Sales

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

VENDOR NAME: Lawson Products, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/25/2024
Date

Michael Drinane - VP Strategic Accounts, Government and Segment Sales
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Michael Drinane - VP Strategic Accounts, Government and Segment Sales	80-0496603
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Lawson Products, Inc.	(800) 890-8198
Vendor's Name	Vendor's Phone Number
8770 W. Bryn Mawr Ave., Suite 900	(312) 267-1734
Vendor's Address (Street Address)	Vendor's Fax Number
Chicago, IL 60631	government.sales@lawsonproducts.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LAWSON PRODUCTS, INC.
Trade Name:	
Address:	8770 WEST BRYN MAWR AVENUE STE 900 CHICAGO, IL 60631
Certificate Number:	1534961
Effective Date:	January 11, 2010
Date of Issuance:	April 18, 2024

For Office Use Only:

20240418114841170

DOC #9

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Michael Drinane Title: VP Strategic Accounts, Government and Segment Sales

Signature: Date: 6/25/2024

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Product andServices

VENDOR NAME: Lawson Products, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/25/2024
Date

Michael Drinane - VP Strategic Accounts, Government and Segment Sales
Print Name and Title