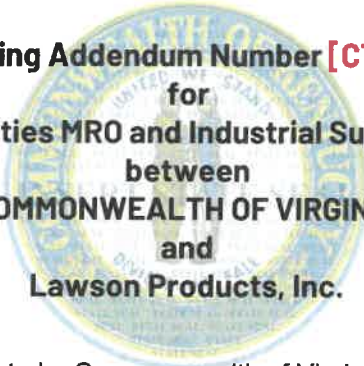


Participating Addendum Number [CTR043295]

**for
Facilities MRO and Industrial Supplies
between
COMMONWEALTH OF VIRGINIA
and
Lawson Products, Inc.**



This Participating Addendum is entered into by Commonwealth of Virginia (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number MA 758 2500000412, executed by Contractor and the Commonwealth of Kentucky (“Lead State”) for Facilities MRO and Industrial Supplies (“Master Agreement”):

Lawson Products, Inc. (“Contractor”)
8770 W. Bryn Mawr Ave., Suite 600
Chicago, IL 60631

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Lisa Castanon
Manager, Government Contracts and Compliance
government.sales@lawsonproducts.com
800-890-8198

Participating Entity’s contact for this Participating Addendum is:

Calisha Williams, CPPB, VCO
Statewide Strategic Contracting Officer
Calisha.Williams@dqs.virginia.gov
804-659-4605

II. TERM. This Participating Addendum is effective as of the date of the last signature below or September 1, 2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement (Categories 1-15, Nationwide) may be offered and sold by Contractor to Purchasing Entities.

If an item is contained on a Statewide Mandatory Source or Contract and is also available on an Optional Use Contract, then the item should be purchased through the existing Statewide Mandatory Source or Contract.

b. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10)



calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

- c. Shipping Terms. All deliveries, except as noted below, will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Additional shipping charges, as defined by the carrier, for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

Authorized Users must order goods and/or services available from the Participating Addendum by issuing an eVA purchase order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

A. CONTRACTOR'S QUARTERLY REPORT OF SALES:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later than the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Participating Addendum.

B. SURCHARGE ADJUSTMENT FEE:

Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Participating Addendum. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales minus credits, returns, taxes and shipping charges, if any. The SCA fee amount due must be paid by check with identification of "Participating Addendum Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the



Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in cancellation of the Participating Addendum.

C. REPORTING AND PAYMENT SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30 th
2nd Quarter	Apr, May, June	July 31 st
3rd Quarter	July, Aug, Sept	October 31 st
4th Quarter	Oct, Nov, Dec	January 31 st

D. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the Participating Addendum, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachment A: Commonwealth of Virginia Terms and Conditions

X. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Lisa Castanon
Manager, Government Contracts and Compliance
government.sales@lawsonproducts.com
800-890-8198

For Participating Entity:

Calisha Williams, CPPB, VCO
Statewide Strategic Contracting Officer
Calisha.Williams@dgs.virginia.gov
804-659-4605

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

**Participating Addendum Number CTR043295 for
Facilities MRO and Industrial Supplies**

Between Commonwealth of Virginia and
Lawson Products, Inc.



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

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR: Lawson Products, Inc.

PARTICIPATING ENTITY:

Signature

Michael Drinane

Signature

Calisha Williams, CPPB, VCO

Printed Name

VP- Strategic Accounts, Government and Segment Sales

Printed Name

Statewide Strategic Contracting Officer

Title

8/26/2025

Title

9.23.2025

Date

Date

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COMMONWEALTH OF VIRGINIA

GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Participating Addendum in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This Participating Addendum shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the Participating Addendum or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Participating Addendum on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that Participating Addendum with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Participating Addendum over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Participating Addendum, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the Participating Addendum. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this Participating Addendum for breach, or at its option, the whole Participating Addendum. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Participating Addendum is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Participating Addendum.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written Participating Addendum with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Participating Addendum for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of

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goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a Participating Addendum, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Participating Addendum.
- H. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/Participating Addendum. All invoices shall show the state Participating Addendum number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this Participating Addendum or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the Participating Addendum price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The

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provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a Participating Addendum under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Participating Addendum; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Participating Addendum) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Participating Addendum. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the Participating Addendum in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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- L. **ASSIGNMENT OF PARTICIPATING ADDENDUM:** A Participating Addendum shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- M. **CHANGES TO THE PARTICIPATING ADDENDUM:** Changes can be made to the Participating Addendum in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the Participating Addendum. Any additional goods or services to be provided shall be of a sort that is ancillary to the Participating Addendum goods or services, or within the same broad product or service categories as were included in the Participating Addendum award. Any increase or decrease in the price of the Participating Addendum resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Participating Addendum.
 2. The Purchasing Agency may order changes within the general scope of the Participating Addendum at any time by written notice to the contractor. Changes within the scope of the Participating Addendum include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Participating Addendum, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Participating Addendum. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or

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decrease in the Participating Addendum price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Participating Addendum or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Participating Addendum shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Participating Addendum generally.

- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the Participating Addendum terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Participating Addendum shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- P. If sales or deliveries against the Participating Addendum are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.
- Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offeror to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- R. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

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- S. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the Participating Addendum, it will have the following insurance coverage at the time the Participating Addendum is awarded. For construction Participating Addendums, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the Participating Addendum and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Participating Addendum shall be in noncompliance with the Participating Addendum.

Employer's Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the Participating Addendum. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a Participating Addendum as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.
- U. **DRUG-FREE WORKPLACE:** Applicable for all Participating Addendums over \$10,000:

During the performance of this Participating Addendum, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Participating Addendum awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

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possession or use of any controlled substance or marijuana during the performance of the Participating Addendum.

- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this Participating Addendum because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Participating Addendum is not in its best interest. If the award of this Participating Addendum is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Participating Addendum objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, PARTICIPATING ADDENDUMS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

Refer to Special Term and Condition “eVA Orders and Participating Addendums” to identify the number of purchase orders that will be issued as a result of this solicitation/Participating Addendum with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

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- Y. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a Participating Addendum with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Participating Addendum. A public body may void any Participating Addendum with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- BB. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

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This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

CC. PARTICIPATING ADDENDUM EXTENSIONS: In the event that the original term and all renewals of this Participating Addendum expire prior to the award for a new Participating Addendum for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this Participating Addendum for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

DD. FORCED OR INDENTURED CHILD LABOR: Applicable in all solicitations and Participating Addendums over \$10,000:

During the performance of this Participating Addendum the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “*forced or indentured child labor*” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a Participating Addendum the enforcement of which can be accomplished by process or penalties.

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COMMONWEALTH OF VIRGINIA

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this Participating Addendum for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **CANCELLATION OF PARTICIPATING ADDENDUM:** The purchasing agency reserves the right to cancel and terminate any resulting Participating Addendum, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any Participating Addendum cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **CONTRACTUAL DISPUTES:** In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.
 - a. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.24365 nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia § 2.2-4365.
 - b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.
 - c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any services hereunder.
4. **eVA ORDERS AND PARTICIPATING ADDENDUMS:** The Participating Addendum will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA eProcurement Program and agree to comply with the following: If this solicitation is for a term Participating Addendum, failure to provide an electronic catalog (price list) or Punch-Out Catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this

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Participating Addendum for default. The format of this electronic catalog shall conform to the eVA Catalog and/or Punch-Out Catalog Specification. For further information and details please email eVA-catalog-manager@dgs.virginia.gov.

5. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:** The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods and/or providing services to correctional institutions, especially if the location is within the secured perimeter:
- a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification.
 - b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom.
 - c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders.
 - d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law.
 - e. No weapons, alcohol, drugs, or medication of any type will be allowed on Commonwealth property.
 - f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
 - g. Any tools, especially cutting tools, if left unattended, will be confiscated.
 - h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution.
 - i. All persons entering the prison complex are subject to search.
 - j. Contractors and their representatives are limited to movement to and from, and within, the immediate area of their work.
 - k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods.
 - l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.

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- m. All Contractor employees shall have valid identification with photograph at all times for identification. Validity of identification is determined solely at the discretion of the institution. A valid government-issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification.
- n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.
6. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a Participating Addendum in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such Participating Addendum shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Participating Addendum. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
7. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional Participating Addendum, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, Participating Addendums, or other documents that were not part of the original Participating Addendum. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Participating Addendum.
8. **EXTRA CHARGES NOT ALLOWED:** The price shall include all applicable freight and charges; extra charges, absent those authorized by the Master Agreement Number MA 758 2500000412, or otherwise mutually agreed upon by the parties, will not be allowed.
9. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost

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paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's Participating Addendum price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

10. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Participating Addendum are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to other NASPO ValuePoint Participating Entities for the same good(s)/service(s). Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or

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others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.

11. **LOBBYING AND INTEGRITY:** Offerors are cautioned that communications with individuals other than the DPS Participating Addendum Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Offeror shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information deemed relevant to the Offeror's integrity or responsibility to provide the services or goods, described herein.

12. **MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC):** Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Offerors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory unless waived by DPS within 90 calendar days of Participating Addendum award.**

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the Participating Addendum(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Purchase Card is indicated below.

Level 1 - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept the Purchasing Card.

- Customer Code (PCO Number from eVA); and
- Vendor Tax ID

Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 **optional** data which is considered "Superior Data", the vendor will receive the lowest interchange costs.

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- Item Description
 - Item Quantity
 - Item Unit of Measure
 - Product Code
 - Freight Amount
 - Extended line Item Amount
13. **ORDERS:** Authorized Users must order goods and/or services available from the Participating Addendum by issuing an eVA purchase order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
14. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** To be valid, a purchase order issued under this Participating Addendum must be issued during the term of the Participating Addendum. The period specified for performance of the purchase order may extend past the term of the Participating Addendum. If a notice terminating this Participating Addendum is issued, the notice shall be construed as applying only to the Participating Addendum and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.
15. **RENEWAL OF PARTICIPATING ADDENDUM:** This Participating Addendum may be renewed by the Commonwealth upon written agreement of both parties for one/ four (4) successive one year periods, under the terms of the current Participating Addendum, and at a reasonable time (approximately 90 days) prior to the expiration.
16. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the Participating Addendum. Such notice shall also advise the duration of the specific sale or discount price.
17. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this Participating Addendum and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Participating Addendum shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
18. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of Participating Addendum is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the Participating Addendum price, if the product for which the Participating Addendum was awarded becomes unavailable to the contractor.
19. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above

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information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

20. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Participating Addendum.
21. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law.
22. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Participating Addendum shall be repaired to the Commonwealth's satisfaction at the contractor's expense.



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION		
MASTER AGREEMENT NUMBER: MA 758 2500000412		
Effective Date:	09/01/2024	Record Date:
Expiration Date:	08/31/2026	Procurement Folder: 1306457
Document Description:	Facilities MRO and Industrial Supplies NASPO (Lawson)	Procurement Type: Standard Goods and Services
Cited Authority:	Competitive Negotiation-Goods and Services	Version Number: 1

CONTACT INFORMATION

ISSUER:
 Daniel Salvato
 502-564-5862
 daniel.salvato@ky.gov

VENDOR INFORMATION	
Name /Address:	Contact:
KY0026030: LAWSON PRODUCTS INC	Brian Carr
1666 E TOUHY AVE	800-890-8198
DES PLAINES IL 60018	accounts.receivable@lawsonproducts.com

COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EA	\$0.010000	\$0.00			\$0.01

Facilities MRO and Industrial Supplies

Extended Description:

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	Document Phase	Document Description	Page 2
2500000412	Draft	Facilities MRO and Industrial Supplies NASPO (Lawson)	Total Pages: 2

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

Master Agreement Number MA 758 2500000412
for
FACILITIES MRO AND INDUSTRIAL SUPPLIES
between
the State of Kentucky
and
Lawson Products, Inc.

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

Lawson Products Inc.. (“Contractor”)
8770 W. Bryn Mawr Ave., Suite 900
Chicago, Il. 60631

MASTER AGREEMENT CONTACTS.

Contractor’s contact for this Master Agreement is:

Mike Drinane
Vice President of Strategic Accounts and Government Sales
Mike.drinane@lawsonproducts.com
773-304-5050 ext.5360

Lead State’s contact for this Master Agreement is:

Daniel Salvato, CPPB, NIGP-CPP, KCPM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, KY 40622
(502) 564-5862
daniel.salvato@ky.gov

TERM. This Master Agreement is effective as of the date of September 1, 2024, and will terminate on August 31, 2026 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to four years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

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

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

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

CONTRACTOR:

Signed by: 8/27/2024
Mike Drinane
Signature Date

Mike Drinane VP - Strategic Accounts and Government Sales

Printed Name and Title

LEAD STATE:

DocuSigned by: 8/30/2024
Kathy Robinson
Signature Date

Kathy Robinson, Executive Director
Printed Name and Title

Attachment A



MASTER AGREEMENT TERMS AND CONDITIONS

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

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

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

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years (two renewals for two years each) at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in

the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

- 3.1.1** A Participating Entity's Participating Addendum ("PA");
- 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
- 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a

Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

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

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

4.5 Participating Entities.

4.5.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.5.1.1 Political subdivisions, public agencies, and service districts;

4.5.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.5.1.3 Federally recognized tribes;

4.5.1.4 Quasi-governmental entities; and

4.5.1.5 Eligible non-profit organizations.

4.5.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists;

each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

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

4.7 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.8 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.9 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

5.3.4 Sales Data Crosswalks.

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

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

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

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will

include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

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

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

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

5.5 NASPO ValuePoint eMarketPlace

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

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

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote),

Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-

specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

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

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

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

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

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

5.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest

Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The discount percentages contained in this Master Agreement or offered under this Master Agreement represent the minimum discount to any Purchasing Entity.

6.1.1 All discount percentages must be guaranteed for the term of the Master Agreement.

6.1.2 Pricing shall be held static, or reduced, from order through delivery. No pricing increases between order and delivery shall be accepted.

6.1.3 Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State and Contractor.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

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

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

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

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

7.6.1 The services or supplies being delivered;

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

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

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

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

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

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

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

VIII. Shipping and Delivery

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

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

8.1.2 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

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

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

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity

may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available

product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

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

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a

Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

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

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

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

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

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

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire

information that is confidential to Purchasing Entity or Purchasing Entity's clients.

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

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

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

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

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential

Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

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

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

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

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

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

14.3 Assignment/Subcontracts

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

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

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

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

education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar

officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

- 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default

as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

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

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

14.11 No Waiver of Sovereign Immunity

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

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

immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

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

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

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

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

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

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

14.15.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for

employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- 14.15.4** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 14.15.5** The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 14.15.6** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- 14.15.7** The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

XV. Protest

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

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

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

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

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

Exhibit 1
Description of Goods and/or Services, Prices, and Discount Percentages
SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

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

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	30%
2. Fasteners	55%
3. Material Handling	30%
4. Plumbing Equipment	22%
5. Power Sources	25%
6. Landscaping and Outdoor Supplies and Equipment	30%
7. Lamps, Lighting, Ballasts, and Equipment	25%
8. Heating, Ventilation, Air Conditioning (HVAC)	22%
9. Hand Tools	30%
10. Power Tools	28%
11. Electrical Supplies and Equipment	24%
12. Paint and Related Supplies	20%
13. Security	30%
14. Safety	30%

Products and Services are available to Authorized Purchasers.

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

Return Policy: Lawson Products has a standardized return policy. 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 ninety days of shipment that are in original packaging and in resalable condition.

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.

Exhibit 2

Environmentally Preferred Products

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

1.2 Terms and Conditions for Environmentally Preferred

Products Accurate Labeling of Environmentally

Preferable Products (EPPs)

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

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

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

1.2.2 EPP Sales Reports

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

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

Enforcement. The Purchasing Entity may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling,

reporting, and training requirements described above to be grounds for termination of this contract.

Exhibit 3 NASPO ValuePoint Detailed Sales Data Report Form

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



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes Version #: 5

Line Items

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
1	Facilities MRO and Industrial Supplies	0.00000	EA		

Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
578	MISCELLANEOUS PRODUCTS (NOT OTHERWISE CLASSIFIED)			

Extended Description

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

The following attachments should be downloaded:

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

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



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes

Version #: 5

Submission Checklist

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

Item

	Document Phase	Document Description	Page 4
2400000228	Final	Facilities MRO and Industrial Supplies (NASPO)	Total Pages: 4

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

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

“Amendment 3 MRO Questions and Answers”



ATTACHMENT 02 CATEGORIES OF PRODUCTS and EPP

I. GEOGRAPHIC AVAILABILITY

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

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

II. EXCLUSIONS

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

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

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

Other Exclusions:

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

III. CATEGORIES



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

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



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

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

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

IV. ENVIRONMENTALLY PREFERABLE PRODUCTS

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

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

- No, the Offeror will not be able to sell Environmentally Preferable Products, no need to proceed with this Attachment (this attachment must be submitted with the NO checked)**
- Yes, Offeror would like to sell Environmentally Preferable Products and has filled out all sections below:**

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

Lawson Products believes 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, and 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.

Over a six-month period, Lawson Products disposed of 2,000 boxes of old files that were shredded and recycled. That spared 150 skids worth of material from going to the landfill and avoided waste removal costs. Lawson Products also took part in the removal of 60 dumpsters of

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materials at no cost to the company. Lawson Products' warehouses established three major recycling projects:

1. Corrugate: removing 12 tons from one location in less than four months and loading this material into bins that Receiving then unloaded and recycled in the Corporate Warehouse;
2. Paper: removing 36 skids from the old print shop that were hauled away (for free) by a local recycling company;
3. Miscellaneous items: disposing of thousands of old files, papers, boxes, and obsolete or unused equipment and aluminum and plastic recycling.

Lawson Products has partnered with UPS for inbound and outbound shipping and transportation practices. UPS has an established documented Environment Policy. In an effort to maintain a leadership role in protecting the environment, UPS continually strives to improve technology and environmental performance. All their people are responsible for pollution prevention, resource conservation and compliance with applicable environmental laws and regulations. Lawson Products selected UPS as our preferred carrier because of their position on environmental practices.

Lawson Products complies with current regulatory and government agency requirements and follows a documented environmental policy and guidance statements in order to meet specific sustainability objectives.

Lawson Products is cognizant and endeavors to promote environmental sustainability goals that help position our company to succeed in an increasingly resource-constrained world. Lawson Products is versed in the Government Sales/Public Sector space. Lawson Products' sustainability standards for products are based on life cycle research and are developed in an open and transparent stakeholder process.

2. Does the Offeror identify products with any of the following environmental certifications in catalogs and/or price sheets (print and online)?

US EPA ENERGY STAR Yes No

US EPA Safer Choice Yes No

US EPA WaterSense Yes No

Biodegradable Products Institute (BPI, certified compostable) Yes No

Design Lights Consortium (DLC) for LED lighting products Yes No

Forest Stewardship Council (FSC) Yes No

Green Seal Yes No

UL ECOLOGO Yes No

UL GREENGUARD, SCS Indoor Advantage, etc. (certified low emitting) Yes No

Other(s): please list None

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3. Does the Offeror identify products with any of the following environmental attributes in catalogs and/or price sheets (print and online):

Percentage of post-consumer recycled content Yes No

RoHS-compliance (for electrical equipment) Yes No

Rechargeable batteries Yes No

Prop 65 Warning Yes No

Identified in online catalog? Yes

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

Lawson Products has the capability to sort EPP chemicals and cleaners with a filter on www.lawsonproducts.com. Customers can simply select the product type named "Eco-friendly Cleaner" under Type to display those products.

Please see the screenshot below of Lawson Products' EPP filter.

The screenshot shows the Lawson Products website interface. At the top, there is a search bar with the text "Keyword, Item Number" and a magnifying glass icon. To the right of the search bar are links for "My Account" (Log In | Register) and a "Cart" icon showing "0 Items". Below the search bar is a navigation menu with "Products", "Services", "Resources", and "Special Offers". On the right side of the navigation bar are "Customer Service" and "Quick Order" links. The main content area shows a breadcrumb trail: "Home > Chemicals > Cleaners > Multi-Purpose Cleaner/Degreasers". On the left, there is a "Refine Results (59 Items)" sidebar with filters for "Brand (49)", "Type (56)", "Container Type (57)", "Concentrate/Ready-to-Use (58)", and "pH Range (53)". The "Type (56)" filter is expanded, showing options like "Chemical-Free Cleaning Pad (1)", "Eco-friendly Cleaner (12)", "Foaming Surface Cleaner (7)", "General Purpose Cleaner (5)", "Glass Cleaner (7)", "Heavy Duty Cleaner (23)", "Vinyl and Leather Cleaner (1)", "Container Type (57)", "Concentrate/Ready-to-Use (58)", and "pH Range (53)". The main product listing area is titled "Multi-Purpose Cleaner/Degreasers" and shows five products in a grid. Each product has an image, a title, a description, an item number, a price, a "Log In" link, a "Compare" checkbox, and an "Add to Cart" button. The products are: 1. Acrysol-WB Cleaner, Liquid Form, 0% VOC, 32oz Bottle (Pack of 1); 2. Acrysol-WB Cleaner, Liquid Form, 0% VOC, 1gal Bottle (1 US Gallon); 3. Drummond™ - Whallop Heavy-Duty Industrial Foam Cleaner/Degreaser, White, 18oz Aerosol (Pack of 3); 4. Drummond™ - Breakthrough Steam Cleaner and Power Wash Concentrate, Red, Liquid Form, Flor... (Pack of 1); 5. Drummond™ - Breakthrough Steam Cleaner and Power Wash Concentrate, Red, Liquid Form, Flor... (Pack of 1).

In addition, Lawson Products has an Eco-Friendly page on its website that outlines earth-friendly products and processes at www.lawsonproducts.com/resources/eco-friendly. This outlines products that are:

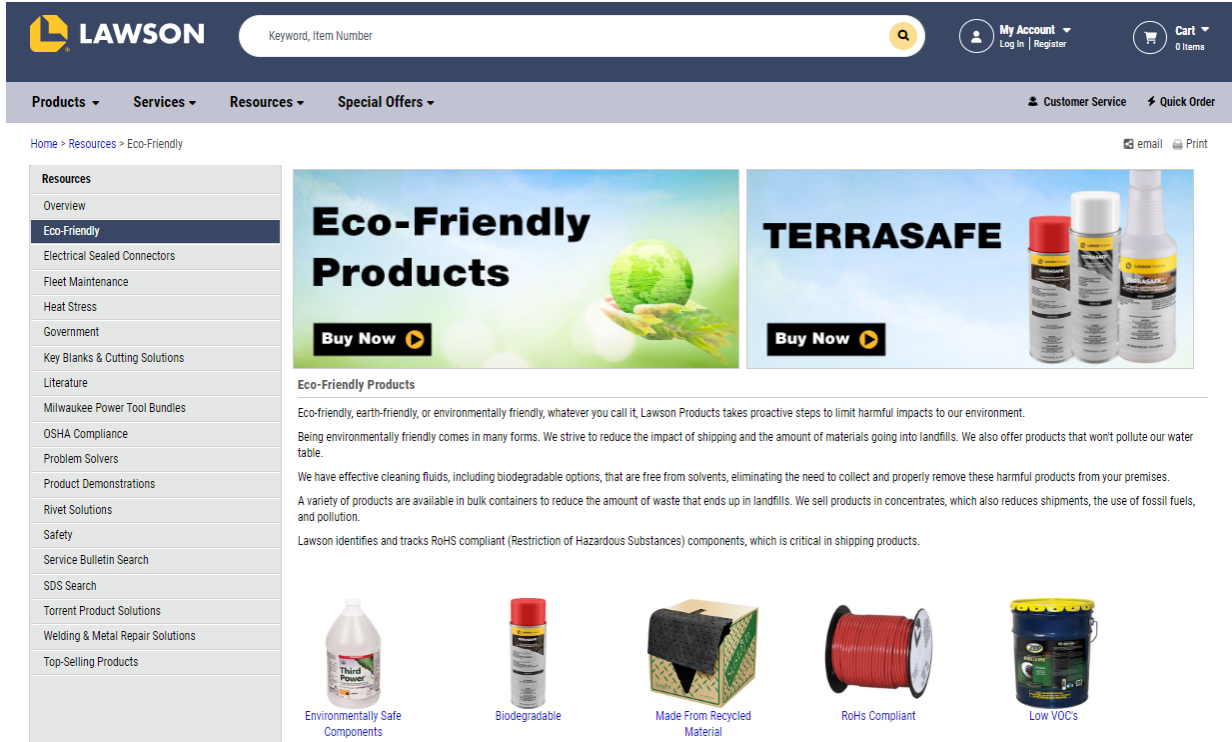
- Environmentally Safe Components
- Biodegradable
- Made From Recycled Material
- RoHs Compliant
- Contain Low VOCs

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See a screenshot of the Eco-Friendly webpage below:



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

At this time, Lawson Products does not offer a product take-back or recycling service. As a distributor, Lawson Products does not currently, unlike a manufacturer, have the infrastructure in place to accommodate that type of program.

6. Using the check boxes below, indicate what categories of products the Offeror offers that includes *at least* one of the listed required Environmental Specifications for the sub-category. If awarded, the subcategories will be included in the Master Agreement.

Specifications for EPP Products in Each Category

Environmental Product Specifications

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

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

A. Cleaning chemicals

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



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

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

In addition, the product contains at least 60% ethanol per the Centers for Disease Control (CDC) guidance, does not contain any active ingredients other than ethyl alcohol or isopropyl alcohol, and is not on the US Food and Drug Administration's (FDA's) Hand Sanitizer Do-Not-Use List which may be viewed at: <https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use>. This list includes products that are dangerous because they are found or likely to be contaminated with methanol or 1-propanol or that are packaged in food or drink containers.

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

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

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

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



C. Waste, Recycling and Trash Supplies

1. *Organic waste bags* have at least one of the following compostability certifications: Biodegradable Products Institute (BPI) or OK Compost (Industrial or Home). In addition, they are labeled with the certification. This includes bags that are made of bioplastic or paper lined with bioplastic.
2. *Paper bags* are unlined and EITHER have at least 20% post-consumer recycled content (PCRC), which complies with the US Environmental Protection Agency's Comprehensive Procurement Guideline for Paper Bags, have 100% total recycled content, or are certified by the Forest Stewardship Council (FSC).
3. *Plastic trash can liners* have at least 10% post-consumer recycled content (PCRC) OR are certified by UL ECOLOGO or Green Seal. In addition, the product does not contain any intentionally added antimicrobial ingredients, chlorinated compounds such as vinyl (PVC), fragrances, or PFAS (e.g., polytetrafluoroethylene (PTFE) and is not labeled "oxo-degradable" or "oxo-biodegradable".
4. *Waste receptacles and recycling containers* comply with the applicable US EPA Comprehensive Procurement Guideline (CPG) for this category, which means it contains:
 - At least 20% post-consumer recycled-content plastic;
 - At least 25% post-consumer recycled-content corrugated cardboard; OR
 - 100% steel.

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

D. Janitorial Supplies

1. *Cleaning cloths* are reusable and are made of EITHER microfiber, reused material or recycled-content fabric with at least 10% post-consumer recycled content. In addition, they do not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.
2. *Floor pads used with powered janitorial equipment* EITHER contain at least 30% post-consumer recycled content (PCRC) OR are certified by Green Seal.
3. *Gloves (including disposable and reusable products)* are free of PVC (vinyl) and latex. Gloves that are labeled compostable must be certified by the Biodegradable Products Institute (BPI) or Vincotte OK Compost.
4. *Entryway, anti-fatigue and safety floor mats are PVC-free AND:*
 - Contain at least 30% post-consumer or 50% total recycled content (e.g., rubber or PET); OR



- Are 100% biobased (e.g., coir)
5. *Mops, mop heads and dusters* are reusable and EITHER contain microfiber or are certified by Green Seal. In addition, the product does not contain vinyl (PVC), antimicrobial ingredients, fragrances, or cleaning chemicals (e.g., dust mop treatments).
 6. *Sorbents and other dust-control products*, including but not limited to loose and granular formulations as well as pads, socks and booms, meet one of the following criteria:
 - Contain at least 89% total recycled content (which complies with the US EPA's Comprehensive Procurement Guideline (CPG) for this product category);
 - Contain at least 30% post-consumer recycled content; OR
 - Have one of the following certifications: Cradle to Cradle (Silver or higher), Green Seal, UL ECOLOGO, US EPA's Safer Choice or USDA Certified Biobased.
 7. *Sponges and scrubbers* are made of 100% cellulose and/or other plant-based fiber OR at least 20% post-consumer recycled material. In addition, the product does not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.

E. Powered Janitorial Equipment

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

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

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

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

2. *Powered floor maintenance equipment (e.g., burnishers and polishers)* are electric-powered AND are equipped with controls or other devices for capturing and collecting particulates.
3. *Hand dryers* meet all of the following criteria:
 - a. UL or ETL listed.
 - b. RoHS-compliant



- c. Energy consumption does not exceed 1500 watts.
- d. Operate at a sound level of less than 80 dBA (decibels)

Category #4: Plumbing Equipment

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

Category #5: Power Sources

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

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

1. *Compost, mulch, and soil amendment products* are certified by the Organic Materials Research Institute (OMRI).
2. *Deicers and snowmelt products for facilities maintenance* are certified by either Safer Choice or Green Seal, OR are on the Clear Roads Qualified Products List, which can be found at <https://clearroads.org/qualified-product-list/>. All products that contain sodium chloride have a corrosion inhibitor. These products are not intended for use on roads



and include products in bags only up to 50 pounds as well as liquids only up to 55 gallons.

3. *Fertilizers and pesticides* are certified by the Organic Materials Research Institute (OMRI) or the product is a mechanical pest management product such as a bait or trap. A list of OMRI-certified products can be found at <https://www.omri.org/us-list>.
4. *Garden hoses* are free of vinyl (PVC).
5. *Irrigation equipment*, including spray sprinkling bodies and irrigation controllers, is WaterSense certified.
6. *Powered landscaping equipment* (e.g., chain saws; edgers, lawn mowers; leaf blowers, shredders and vacuums; mulchers, snow blowers, trimmers, wood chippers) emits zero emissions, which means it is powered by a battery or an electrical cord.

Category #7: Lamps, Lighting, Ballasts and Equipment

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

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

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

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

Category #12: Paint and Related Supplies

1. *Interior latex wall and ceiling paints and primers* have at least one of the following multi-attribute green certifications: Cradle to Cradle Certified or Material Health Certificate: at the Gold level or higher, Green Seal, Greenwise Gold, or Master Painters Institute (MPI) Extreme Green.

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

Category #15: Other

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



Attachment 06

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

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

I. OFFEROR INFORMATION

Legal Name of Offeror: Lawson Products, Inc.

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

City, State, and Zip: Chicago, IL 60631

II. State of Incorporation: Illinois

Entity Type: Corporation

Contact name: Ellen Holditch, DBA

Phone: (817) 399-9797

Email: Ellen.Holditch@lawsonproducts.com

Federal Tax: 80-0496603

Entity Type:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Corporation

II. PROPOSAL CONTACT

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

A. Proposal Contact Name: Ellen Holditch, DBA

B. Proposal Contact Title: Director, Government Sales

C. Proposal Contact Email: Ellen.Holditch@lawsonproducts.com

D. Proposal Contact Phone Number: (817) 399-9797



III. ACKNOWLEDGEMENTS AND CERTIFICATIONS

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

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

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

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

C. Non-collusion.

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

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

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

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



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

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

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

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

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

H. Business Certifications. (Check if applicable)

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

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

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



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

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

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



**Issued by the Commonwealth of Kentucky
Solicitation Number RFP 758 2400000228**

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

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

Signature

The undersigned is one of the following:

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

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

OFFEROR:

Signature

4/25/2024

Date

Matthew Brown

Printed Name

Vice President, Sales

Title

government.sales@lawsonproducts.com

Email Address

(800) 890-8198

Phone Number



Attachment 07 OFFEROR RESPONSE WORKSHEET

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

I. RESPONSE TO MANDATORY MINIMUM PROPOSAL REQUIREMENTS

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

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

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



**Issued by the Commonwealth of Kentucky
Solicitation Number RFP 758 2400000228**



Executive Summary

Lawson Products is pleased to respond to NASPO ValuePoint Facilities MRO and Industrial Supplies RFP. Since our last response, Lawson Products has invested extensively in the government segment by expanding our department and systems where we can provide a competitive response inclusive of dedicated state specific government managers and local representatives to implement this contract. Lawson Products has the ability to meet the needs of the NASPO ValuePoint members covering all 50 states and the U.S. territories. We are looking forward to expanding our relationship with NASPO ValuePoint through this RFP.

Lawson Products has developed a customized offering tailored to the State and Local government customers. By choosing Lawson Products, you will benefit from industry-leading maintenance engineered products, cost savings, expert technical support, visibility, and accountability into spend on a strategic level.

We work to make your operations more efficient and productive, allowing end-users to stay focused on the tasks that are most critical to your operational success.

Our proposal offers a comprehensive approach by integrating the following elements into a cohesive, cost-reducing procurement program:

- A complete line of maintenance, repair, and operations products
- Specialized pricing for your unique items including freight inclusive on standard shipping
- Vendor Managed Inventory (VMI) or Customer Managed Inventory (CMI) programs
- Proven strategies that reduce product and process costs
- Superior distribution capabilities through our low-cost, strategic network
- Flexible reporting and billing options
- A relentless focus on continuous improvement, best practices, and quality assurance

Lawson Products is more than a supplier: our goal is to be a true business partner. We are committed to developing innovative solutions that will result in long-term benefits for you and your members.

Thank you for giving Lawson Products the opportunity to demonstrate our capabilities. If you have any additional questions, please do not hesitate to contact me directly.

Best Regards,

Ellen Holditch

Ellen Holditch, DBA
Director, Government Sales Lawson
Products
817-399-9797 cell
ellen.holditch@lawsonproducts.com



II. RESPONSE TO DESCRIPTION OF PRODUCTS AND SERVICES

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

Submitted

III. RESPONSE TO TECHNICAL CRITERIA

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

Products: Lawson Products carries the following MRO products: fasteners, electrical, janitorial, material handling, plumbing, hand tools, power tools, parts washing, lighting, security, paint, fluid power, shop supplies, storage equipment, welding, test instruments, fleet maintenance, uniforms and flame-resistant clothing, pneumatics, hydraulics, cutting tools, abrasives, safety, chemicals, automotive, and more.

Supply Chain Distribution: Lawson Products has four distribution centers strategically placed in the United States and several in Canada. The United States sites are:

- Suwanee, GA
- McCook, IL
- Dallas, TX
- Reno, NV

Lawson Products' four state-of-the-art distribution centers provide:

- Shipping 99% of all lines complete within 24 hours.
- Will-call services at each center.
- Ship FOB Destination or freight inclusive for standard shipping.
- Guaranteed next day delivery in an emergency utilizing air freight service.



Stock Items: 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.

Outages Notification: 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.

Environmental Efforts with the company: Lawson Products embraces the incorporation of sustainable business practices which 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, and 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.

Over a six-month period, Lawson Products disposed of 2,000 boxes of old files that were shredded and recycled. That spared 150 skids worth of material from going to the landfill and avoided waste removal costs. Lawson Products also took part in the removal of 60 dumpsters of materials at no cost to our company. Lawson Products achieved these results by establishing three major recycling projects:

1. Corrugate: removing 12 tons from one location in less than four months and loading this material into bins that our Receiving Department then unloaded and recycled in the Corporate Warehouse.
2. Paper: removing 36 skids from the old print shop that were hauled away at no cost to Lawson Products by a local recycling company.
3. Miscellaneous items: disposing of thousands of old files, papers, boxes, and obsolete or unused equipment and aluminum and plastic recycling.



Lawson Products has partnered with UPS for inbound and outbound shipping and transportation practices. UPS has an established documented Environment Policy. In an effort to maintain a leadership role in protecting the environment, UPS continually strives to improve technology and environmental performance. All their people are responsible for pollution prevention, resource conservation and compliance with applicable environmental laws and regulations. Lawson Products selected UPS as our preferred carrier because of their position on environmental practices.

Lawson Products complies with current regulatory and government agency requirements and follows a documented environmental policy and guidance statements to meet specific sustainability objectives.

Lawson Products is cognizant and endeavors to promote environmental sustainability goals that help position our company to succeed in an increasingly resource-constrained world. Lawson Products' sustainability standards for products are based on life cycle research and are developed in an open and transparent stakeholder process.

Geographical availability: Lawson Products services all 50 States, US territories, and Canada.

Other: Lawson Products services over 80,000 public and private sector customers in the areas of vehicle and automotive repair, manufacturing equipment repair, facility maintenance, food processing, construction, oil and gas, mining, public safety, state, local, education agencies, and others.

Lawson Products has a team of local sales representatives that service customers by providing customer service, solutions as well as the ability to manage and stock inventory on-site for state and local government entities.

B. Company Information

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

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. During his rise to executive vice president there, he 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 to retain a highly active role until his death in 2007.



In 2022, Lawson Products officially merged with Gexpro Services and TestEquity under the holding company Distribution Solutions Group. Each of the three 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 and customers. The company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive to meet customers' needs.

Lawson Products is a publicly held company traded on the NASDAQ as DSGR.

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

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

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

Distribution Solutions Group (DSG) owns Lawson Products along with our sister companies, Gexpro Services, and TestEquity. Each of the three 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, purchasing resources, and various technology across the platform.

Lawson Products' Senior leadership structure:

Cesar A. Lanuza, President and CEO of Lawson Products

Ronald J. Knutson, Executive Vice President, CFO, Treasurer, and Controller

Tim Hough, Chief Information Officer

Gregory W. Wright, Senior Vice President, Chief Commercial Officer

Richard Pufpaf, Senior Vice President, Secretary, General Counsel, and CCO

Krishna M. Eyunni, Senior Vice President of Supply Chain

Susan M. Eaglebarger, Vice President of Human Resources

Matt Brown, Vice President of Sales

Mike Drinane, Vice President of Strategic Accounts, Government, and Segment Sales

Dave Lambert, Vice President of Controller, Chief Accounting Officer, and Assistant Secretary



Ben Hensler, Vice President of Sales Enablement and Operations

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

Lawson Products is involved in legal actions that arise in the ordinary course of business. It is the opinion of management that the resolution of any currently pending litigation will not have a material adverse effect on the company's financial position, results of operations or cash flows.

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

Lawson Products specializes in Vendor Managed Inventory (VMI) from consulting with end users to get the right products at the right stocking level to keep facilities running with minimal downtime. Our VMI helps eliminate out-of-stock situations while improving supply chain performance. Bins and storage cabinets are available if new equipment is deemed necessary. Lawson Products service includes the labor to organize stockrooms and maintains the storage areas as order replenishment is provided.

Lawson Products has dedicated Government Sales Account Managers in addition to local Field Sales Representatives covering all 50 states.

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 conduct site visits, customized training, and audits.

Lawson Products provides product support for our customers through our Field Sales Representatives, engineering and technical support, and online resources on www.lawsonproducts.com.

C. Customer Service

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

Lawson Products will be able to service the Participating Entity's account through state dedicated Government Sales Account Managers, Field Sales Representatives, District Sales Managers. Additionally, Lawson Products has a dedicated Government Inside Sales team with a dedicated number (1-800-890-8198) that will assist any entity with requirements, questions, ordering, etc. Lawson Products website is



available 24/7/365 with all of the contract pricing and availability,
www.lawsonproducts.com.

Each state has a dedicated Government Sales Account Manager, in conjunction, with local sales representation for your day-to-day needs of the participating state's account. Each representative will have access to account information to provide specific product recommendations that best helps agencies.

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
- Focused on equipment uptime

Lawson Products has a centralized computer system that allows every point of contact from customer service, sales, and accounting visibility to each Participating Entity's account information, order history, pricing, and all other details for the account.

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

For all customers, Lawson Products Customer Service department is available Monday through Friday from 7:00 AM – 7:00 PM CST via telephone number 866-529-7664.

The Lawson Products Customer Service Team can address any question, issue, or concern regarding catalog inquires, ordering via EDI, phone orders, fax orders, special order requirements, order status, special delivery requirements, emergency ordering, and product returns.

Our Customer Service department expectations for responding to customer inquiries via phone or email is within 24/48 hours, depending on the complexity. Via telephone, simple inquiries are answered immediately.

For our government customers, Lawson Products' Government Customer Support Team is available to place orders, help answer specialized contract and



compliance questions, and ensure the requirements of the contract are met by both Lawson Products and participating entities. 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 at 312-267-1734.

After hours support is available through the 1-800-890-8198. Additionally, Government Sales Account Managers will be providing participating entities with their cell phone number for immediate assistance. Lawson Products is available 24/7/365 via our website at www.Lawsonproducts.com.

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

Lawson Products' dedicated customer service team or the field sales representatives are both able to help the purchasing entity identify products or solutions. By using the extensive product knowledge training or the technical catalog, the representatives can help narrow down the product to help the purchasing entity.

In the event, the question is specific to an application or usage, Lawson Products' Technical and Engineering Support Team is available to answer questions. They can also address safety requirements and concerns. In addition, Lawson Products offers safety documentation and reference materials, including SDS, product brochures, wall charts, and how-to videos. Lawson Products' Technical and Engineering Support Team is available 7:00 AM to 7:00 PM, CST; Monday-Friday at 1-866-Lawson-4U (866-529-7664)

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

Lawson Products has developed a quality management system to better satisfy the needs of our customers and to improve management of our operations. Lawson Products incorporates the Lean methodology, using the 5S process, which reduces waste, minimizes inventory cost, and provides a consistent, efficient, and organized environment for our customers.

Lawson Products is ISO certified. The International Organization for Standardization establishes processes and practices intended to ensure compliance with requirements of ISO 9001:2015. ISO 9001:2015 is an important piece of Lawson Products' Quality Management System which also includes Lean and Six Sigma methodologies. One of the key functions in scope of our ISO registration is quality control.



Although Lawson Products is not a manufacturer, we understand the importance of validating products against set specifications. To ensure that procedures developed from our Lean and Six Sigma methodologies are being followed correctly, internal, and external audits are performed at regular intervals. Lawson Products has a trained staff of internal auditors that perform monthly audits on all quality-related procedures. External audits are performed by our registration company (UL/DQS) twice a year.

With these quality assurance measures; Lawson Products can provide excellent order and shipping accuracy. Currently, Lawson Products' order accuracy from requisition to check is at 99.1%. Order fulfillment accuracy rates are currently trending at 98.8%. In the event of an issue, Lawson Products will correct any errors. The entity should contact our government team for assistance.

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

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 at government.sales@lawsonproducts.com or at 800-890-8198 for resolution. Additionally, their dedicated Field Sales Representative or Government Sales Account Manager can resolve any concerns, too.

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

Lawson Products does not have a forced substitution policy. In instances where a backorder takes longer than normal, the purchasing entity will be contacted to approve backorder or cancellation. If an item is discontinued and an alternate item is available, we will notify the customer to see if the alternate part number will be approved for their order. If necessary, Lawson Products will work with the purchasing entity to provide samples and technical specifications of the new product suggestion. After approval for new item, Lawson Products will work with the customer to update their purchase order or cost, if required. At no time does Lawson Products automatically substitute products or change part numbers without consent.

7. Describe the Offeror's online ordering system that Purchasing Entities would use to create a profile, place orders, track orders and other



functions the system could have. If there are other ways to order Products, indicate that as well including connecting to eProcurement systems.

Purchasing entities will have access to www.lawsonproducts.com, where the customer will be able to register with the NASPO ValuePoint 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 JAGGAER, SAP Ariba, Coupa, Oracle, and more. Obtain easy access to products, pricing, and personalized E-Quotes from your procurement system.

Dedicated e-procurement website offers one of the fastest integrations in the industry.

- Standards-based e-procurement solutions for hassle free integration
- E-invoicing capabilities
- Ariba Ready certified for catalog and punchout
- Customized catalogs and customer-specific pricing
- Knowledgeable team of seasoned professionals supporting implementations
- Advanced features such as on the fly spot buy and instant quotes complement the VMI services offered by our experienced sales representatives.
- E-Procurement Solutions
- Punchout catalogs with support for "edit" and "inspect" carts.
- Level 2 punchout with support for "store", "isle", "shelf" and "item" level connection
- CIF 2.0 and 3.0 catalogs
- Custom catalogs using CSV or other delimiters.
- UNSPSC coding standards
- EDI
- cXML



- XML

Lawson Products standards based e-procurement solutions allow us to easily connect to third party e-procurement systems. Here is a partial list:

- Ariba
- Birch Street Systems
- Buy Efficient
- Coupa
- Direct EDI
- eBuy2
- eVA
- Exostar
- FedMall
- GSAAAdvantage
- Infor / Datastream
- JAGGAER (SciQuest)
- NEXEMO
- NC E-Procurement
- Oracle Exchange
- Peoplesoft
- SAP
- Taulia
- Tradeshift
- Yardi (SiteStuff)
- Many more standards-based marketplaces

8. What is the Offeror's return policy?

Lawson Products has a standardized return policy. 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 ninety days of shipment that are in original packaging and in resalable condition.

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.



D. Data Security

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

Lawson Products uses the NIST framework as its cybersecurity standard to secure IT infrastructure. Lawson Products partners with a MSSP to secure all of its IT assets. Credit Card transactions are managed through a third-party vendor that specializes in tokenization and securing payments.

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

Data is stored on premises and in the public cloud. Backups are air gapped in both scenarios.

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

Lawson Products was the target of a successful phishing campaign in February 2022, leading to data exfiltration. Daily operations remained unaffected. Corrective action was taken to remove the attackers' access within 24hrs of discovery. The FBI was informed and external experts in legal, cyber forensics, communications, and data analysis were consulted. Overall, security posture has been significantly improved since the incident.

E. Reporting

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

Lawson Products has multiple abilities to provide reporting at the "parent" level and drill down into a local level/line-item level reporting. Lawson Products has the ability to create reporting per the requirements of the Participating Entity and can customize reports accordingly.

Some examples of Lawson Products reporting include the following:



- Cost Savings Reports (monthly & quarterly)
- Performance by Product Categories (monthly & quarterly)
- Year-Over-Year / Month-Over-Month (monthly, quarterly & annually)
- Fill Rate Reporting
- Usage Retail Reporting
- Contract or Net Spend Reporting
- Rebate and Administrative Reporting
- Web Spend Reporting and Web Usage Reporting
- Sustainability Spend Reporting
- Diversity/Small Business Spend Reporting
- Executive Summary Reporting

F. Implementation Plan

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

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

Lawson Products, Director of Government Sales, will personally reach out to all of the state procurement offices to start the Participating Addendum process, informing them of their dedicated contacts including their state specific Government Sales Account Manager (GSAM). Lawson Products understands that each state has a slightly different process, as we learned through the NASPO Professional Tool award Participating Addendum (PA) process. Lawson Products can adapt the PA process as preferred by the State Procurement Office. We have a dedicated government contracts team that is able to work through the PA process or respond to a solicitation by state using the NASPO ValuePoint MRO award.

Once the state sends over a Participating Addendum, Lawson Products will work directly with each Participating Entity to understand the requirements of each state and fulfill the requested information. Lawson Products' contract team will dedicate the time to ensure that we have a timely response to work on finalizing the signed Participating Addendum.

During the PA process, Lawson Products' contract team will work with the state agency to understand their preference for conducting business. If the state prefers their own ecommerce platform either by agency or state, Lawson Products will start the process with our IT team to begin to understand what will be needed to create those electronic connections. Each entity will immediately have access to www.lawsonproducts.com as soon as account is created and registered.



After a Participating Addendum (PA) is signed, Lawson Products' Contract and Implementation Manager will schedule internal calls with Lawson Products Field Sales Representative (FSR), District Sales Manager (DSM), Regional Sales Manager (RSD), and Government Sales Account Manager (GSAM) to inform the team of the PA signed, inform them of the details of the award, and provide electronic literature. Lawson Products' GSAM will use the electronic literature to help inform agencies and end users of the new award and educate them on the value of Lawson Products, in addition to in person visits.

Since this would be a new award for Lawson Products, we will run internal reporting on current state agency business and work with the agencies to determine their preferred contract alignment. Allowing Lawson Products and the entity to engage in an educational conversation about Lawson Products' NASPO ValuePoint MRO award, which will save them money, since most of the entities' currently purchasing with Lawson Products are not aligned to a contract.

Additionally, Lawson Products' Contract and Implementation Manager will provide targeted agencies with contact information to the FSR to help identify new agencies to partner with NASPO ValuePoint and Lawson Products. Lawson Products will use their internal Customer Relationship Management (CRM) system to help track new agencies. Lawson Products will need to understand from the participating state if they have priority agencies or departments including a point of contact. Lawson Products will utilize public resources to help identify other agencies and contacts to implement the contract.

Lawson Products has a dedicated Government Sales Account Manager in all 50 states, territories, and Canada. We will work with multiple states simultaneously.

Lawson Products participated in the NASPO Connections and will leverage these new contacts and the NASPO state procurement site for additional contacts. Lawson Products will continue to participate with NASPO Connections in the future.

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

From the time the Participating Addendum is signed, Lawson Products needs 48 hours to set up the required accounts and online access to www.lawsonproducts.com with contract pricing and products. The agency will need to request a Lawson Products account, if one is not already set up, then the access will be aligned, and the agency will be able to access the online ordering system. Additional eCommerce platforms will take up to 30-60 days depending on the



complexity and the availability of the participating state's IT department. Lawson Products has a dedicated government IT department that is well versed on government platforms and how to work with public agencies.

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

When implementing our last state contract, Lawson Products' Government Sales Account Manager aligned to the state was able to work with the state procurement to get the contract signed. Our dedicated state Government Sales Account Manager and District Sales Managers worked together with state procurement on the contract. After obtaining a signature, Lawson Products worked directly with state procurement to identify the agencies by priority.

Lawson Products utilized a Contracts and Implementation Manager to "project manage" this contract. This manager worked directly with the state dedicated Government Sales Account Manager, the local sales representatives, and service team to ensure that all steps of the implementation were completed in a timely manner. Bi-weekly drumbeat meetings were held with the dedicated sales team to keep track of progress on the implementation, remove barriers, and share best practices.

Lawson Products' government marketing team created customized informational and fact sheets about the contract, discounts, how to purchase, benefits, values, and dedicated Lawson Products' government email and phone number. The marketing and communications team utilized social media including LinkedIn and Facebook to announce the partnership with Lawson Products and the state.

Then a statewide meeting was held for all of Lawson Products' employees in the state to help them understand the contract, benefits to the customers, and customer's agencies were assigned to the sales team by geography and segment (state, local, education, etc.) to ensure that all public agencies were informed of the contract and the benefits of using it.

Lawson Product employees were educated on the punchout and how to help navigate the customer to utilize the tools to save them time and money in the procurement process.

After all the contract training took place, Lawson Products used a multi-layer approach to meet the objectives of the state procurement office and help educate the individual purchasing entities and end users on the contract.



Lawson Products utilized both the field sellers and inside customer care team to help inform potential state contract users. The field sales team, including District Managers, Field Sales Representatives, Service Team, and Government Sales Account Manager, utilized a targeted agency contact list to physically go and meet with the agencies.

Lawson Products' inside customer care team reached out to the different sites by agency informing the customer about the new contract, the benefits, and worked to understand if the customer wanted to take advantage of our vendor managed inventory (VMI) service and registered customers on to www.lawsonproducts.com. In some cases, the inside customer care team was able to schedule appointments for the field team to be able to meet with the agency in person to help implement the contract.

Lawson Products worked with the state on connecting the two eProcurement sites together. After the connection was made, the Field Sales Representative and the Government Sales Account Manager met with the different sites to gain commitment to the new contract and teach them how to connect with Lawson Products electronically. We took this time to understand the customer's needs and help educate them on specific product applications.

The Government Sales Account Manager met with the different sites to educate them on the Lawson Products offering and to help understand what needs were at the site level. Additionally, the Government Sales Account Manager met with the state and agencies to understand how best we can support them.

On the suggestion by the state or the agencies, Lawson Products was able to support the agencies tradeshows at statewide or local level to help further invest in the contract and expand to new agencies.

Since implementing this contract, Lawson Products' Government Sales Account Manager continues to meet with the state procurement and other agencies to ensure we continue to meet and exceed their expectations. Our internal government support team runs analytics on the contract, and we discuss results and next steps with the agencies.

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

Lawson Products can offer different customizations based on the requests from either the State or political subdivision:

- Administrative or contract incentives or fees.



- Increased insurance coverage.
- State dedicated resources and contact information.
- Incentive for eCommerce usage.
- Customize market basket of high use or specific product.
- Ability to source unique items.
- Vendor Managed Inventory (VMI) service, including vending options.
- Customer Managed Inventory (CMI) scanner and labeling.
- Ability to kit product for customized needs.
- Open to additional requests as desired by agencies.

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

Lawson Products current offering mirrors the NASPO ValuePoint MRO categories.

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

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

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

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

Lawson Products provides installation services of our bins and storage cabinets as needed to service the entity through our field sales representatives. The installation is on a case-by-case basis depending on the need of the entity. Lawson Products provides a value-added service to customer by identifying inventory needs, reordering, and putting away inventory. Lawson Products provides labels for all inventoried items, field sales representative will label items or can provide for the customers as needed.



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

Lawson Products will work with an entity to create a customized bin stock assortment with labels. Customer is able to reorder via the labels on www.lawsonproducts.com or through their local field sales representative. Lawson Products has a Customer Managed Inventory (CMI) program that includes labels, scanner, and training.

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

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 preposition inventory based on historical needs specifically in areas prone to seasonal disasters.

Lawson Products prioritizes our customers based on segments and contracts. Government agencies with contracts have first priority, followed by government agencies without contracts.

Lawson Products will allow for customers to pick up at the distribution centers or will work with third party priority carriers to get product to the end user in the quickest and most economical way possible.

In the event of an emergency, we are here to do more. Here are some services that Lawson Products offers to help you address your immediate needs.

TOLL FREE NUMBER - Dedicated toll-free number 1-800-890-8198

PURCHASE HISTORY SUMMARY - Quick and timely retrieval of a customer's purchase history providing an itemized listing of damaged or missing product for insurance claims. In addition, this information can be used to expedite the shop replacement process.



READY ALLOWANCE PROGRAM - Program where customers can receive credit in exchange for damaged product which can be applied toward future purchases.

EMERGENCY SUPPORT TEAMS - Following a substantial disaster our internal team is quickly assembled and mobilized to directly assist impacted communities.

LOCAL PRODUCT AVAILABILITY - Essential disaster relief items ready for immediate responsive mobilization to impacted communities.

Lawson Products has been able to assist many of our customers through emergencies. One of the largest impacts to our customers was during 2020. During the COVID Pandemic, Lawson Products was able to set up a dedicated line for government customers that is still in use today. Lawson Products prioritizes government customers with their required inventory needs. Lawson Products was able to source needed safety protection items for these agencies.

Another example of assisting a large local agency was in preparation for hurricane season, we proactively worked with agency to equip them with items for hurricane clean up. These items included saw blades, brooms, garbage bags, safety protection (eye, hand, face), and chain saws. After the storm, we were able to work with the agency and replenish the items, with the local Lawson Products representative hand delivering items. We had to work with the State DOT to get special permission to enter the disaster area to help with the timely delivery. Lawson Products has several hurricane kits that have the items needed to help clear roadways featuring our engineered reciprocating saw blades that are made in the USA, safer, longer life, and higher performance.

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

Tier I- Authorized Reseller Program

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 business. 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 on lawsonproducts.com [Small Business](#)
- Recommendations from field representatives, or customers
- Connecting on social media, LinkedIn 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 state agencies.

Tier II – Supplier and Vendor partnership

Lawson Products is committed and supports the growth of businesses owned by minorities and women by giving these businesses the opportunity to compete for our business. An expanding distribution network, wide selection of product offering, and delivery options help customers save time and money.

Lawson Products currently has subcontracting goals of 40% for Small Business (SB), 3% for HUBZone Small Business (HZSB), 6% for Small Disadvantaged Business (SDB), 5% for Women-Owned Small Business (WOSB), 5% for Veteran-Owned Small Business (VOSB) and 3% for Service-Disabled Veteran-Owned Small Business (SDVOSB).

Lawson Products actively promotes the inclusion and growth of small, disadvantaged business types in its supplier base. Lawson Products' goods are often manufactured to exact engineering specifications, backed by Lawson Products' liability policy. As a result, finding alternative sources of supply for core products is not always an easy task.

In establishing relationships with new vendors and working with established vendors, Lawson Products tracks and records each vendors' classification (large business, small business, minority owned, women owned etc.). When researching, reviewing, and selecting new vendors for our business, Lawson Products takes many key factors into consideration including Vendor Quality systems, financial strength, strength of supply chain and pricing. We strive to establish vendor relationships with all size, scope, and category of supplier to provide the best overall quality and selection of product we can for our customers.

- 5. Discounts or Other Incentives.** Additional discount options are encouraged, which can distinguish between individual order minimum quantities and other discount terms that may be defined by the Offeror for the evaluation committee to consider. Extensions of additional discounts

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past the Master Agreement's initial term are not required but may be offered. If a Offeror has other incentive programs than discounting product, for instance a rebate program that could be offered, include that in the Proposal response as well.

Lawson Products offers a 1% discount if invoices are paid within 10 days, excluding credit card payments.

Lawson Products offers rebates based on web usage on a case-by-case basis.

Lawson Products offers larger order discounts on a case-by-case basis.

Lawson Products offers rebates based on spend on a case-by-case basis.



Attachment 09 PROPOSED DEVIATIONS TO SAMPLE MASTER AGREEMENT

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

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

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

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

- Offeror has no proposed deviations to Attachment 04, Sample Master Agreement.
- Offeror proposes the deviations set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment 04, Sample Master Agreement** incorporating each proposed deviation. Offeror understands, acknowledges, and agrees to comply with the following:
 - The Lead State will not consider any proposed deviation that:
 - Is not submitted in this attachment;
 - Is not accompanied by an explanation as required in this attachment;
 - Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal;
 - Merely references another document or a URL; or
 - Modifies the NASPO ValuePoint administrative fee.
 - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
 - If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 04, Sample Master Agreement and Offeror's accepted deviations thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

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

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

[Add additional rows as needed.]



Attachment 10 CLAIM OF BUSINESS CONFIDENTIALITY

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

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

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]

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Signature

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

OFFEROR:

Matthew Brown

Signature

4/25/2024

Date

Matthew Brown

Printed Name

Vice President, Sales

Title

government.sales@lawsonproducts.com

Email Address

(800) 890-8198

Phone Number