Public Building Commission

Tuesday, May 19, 2020
County City Building
City Council Chambers
1:30 p.m.

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the room.

1. CALL TO ORDER

Public Building Commission Meeting

2. MINUTES

Approval of the previous Public Building Commission Meeting

Documents:

PBC Minutes 4 14 20.Pdf

3. OLD BUSINESS

A. Hall of Justice Front Security Entrance Update, Change Orders and Payment Application

Documents:

HOJ Front Security Pay App 7.Pdf

B. Security Update

4. NEW BUSINESS

A. April 2020 Vouchers

Documents:

April 2020 Vouchers.pdf

B. K Street Security Agreement with Nebraska State Patrol

Documents:

K Street Security Agreement.pdf

C. Amendment to Lease for 2145 'Y' Street Shop

Documents:

Amendment To Lease BJ Partnership.pdf

5. CONTRACT APPROVALS:

A. Amendment to Contract for Business Card and Letterhead Printing #18-082 Firespring

Documents:

18-082 Firespring.pdf

B. Amendment to Contract for Fire Extinguisher Inspection, Testing and Maintenance #19-120 General Fire and Safety Equipment Company

Documents:

19-120 General Fire And Safety Equipment.pdf

C. Amendment to Contract for Letterhead Printing #18-082 Cornhusker State Industries

Documents:

18-082 Cornhusker.pdf

D. Contract for Residential and Commercial Overhead Door Repair and Replacement #20-030 Pioneer Overhead Door, Inc.

Documents:

20-030 Pioneer Overhead Door.pdf

E. Memo of Understanding for Maintenance, Repair and Operations Supplies #MOU075 Lawson Products

Documents:

MOU075 Lawson.pdf

6. REPORT FROM ADMINISTRATIVE STAFF

Discussion of administrative items and confirmation of the next Public Building Commission Meeting on June 9, 2020.

7. ADJOURNMENT

MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, APRIL 14, 2020 1:30 P.M.
CITY COUNCIL CHAMBERS
COUNTY CITY BUILDING

PRESENT: Richard Meginnis, Roma Amundson, and Sean Flowerday.

ABSENT: Chris Callihan and Jane Raybould.

OTHERS PRESENT: Kerin Peterson, Jeff Kirkpatrick and Margaret Bohy.

The meeting of the Public Building Commission was called to order by Chairperson Richard Meginnis.

The meeting minutes from March 10, 2020 and the special request meeting from March 23, 2020 were presented for approval. Sean Flowerday motioned for approval and Roma Amundson seconded. The vote carried.

County Assessor Remodel – Payment application #2 for $7,600.00 and payment application #3 for $37,335.00 was submitted for approval. Roma Amundson moved for approval and Sean Flowerday seconded the motion. The vote carried. Kerin Peterson reported for Sinclair Hille and Dickey Hinds Muir that the remodel is on schedule. The progress has slowed down while staggering subs to keep the social distancing rule enforced but they should complete the construction portion on time. The furniture delivery will be delayed.

Hall of Justice Front Security Entrance Remodel – Payment application #6 for $90,393.45 was submitted for approval. Sean Flowerday motioned for approval and Roma Amundson seconded. The vote carried. Kerin Peterson reported for Clark Enersen and Dickey Hinds Muir that they are moving forward but all extra time allocated has been used with change orders and now with the slower progression due to scheduling subs to provide social distancing, an extension to complete the project will be requested. The stone panels delivery for the front entrance have been delayed but they are able to work around that delay. The walk thru scanners and the baggage scanner orders have been placed.

Roma Amundson motioned to approve the general vouchers for March 2020. Sean Flowerday seconded the motion. The vote carried.

There were six contract approvals submitted by Purchasing:

a. Contract for Single Point of Entry Security Entrance Equipment #20-041 Autoclear LLC;
b. Contract for Annual Service for Pest Control #20-022 Orkin, LLC;
c. Amendment to Contract for Water Softener Salt #5561 Culligan of Lincoln;
d. Amendment to Contract for Natural Gas and Related Services #19-212 WoodRiver Energy, LLC;
e. Amendment to Contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions #MOU019 Graybar Electric Company, Inc.;
f. Amendment to Contract for Annual Services for Pre-Sort Mailing Services #5802 All Needs Computer & Mailing Services, Inc.;

Roma Amundson motioned for approval of all contracts. Sean Flowerday seconded. The vote carried.

The next meeting of the Public Building Commission has been delayed a week to May 19, 2020.

Report from Administrative Staff – There was quick discussion on zoom meetings. Jeff Kirkpatrick stated the City Attorney's office determined zoom meetings are in violation of the open meetings act. It was discussed that we would have a regular PBC meeting in May but delaying it a week due to elections being held on May 12, 2020.

With no further business Roma Amundson moved to adjourn, Sean Flowerday seconded. The vote carried and the meeting was adjourned.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: City of Lincoln, Public Building Comm.
920 O Street, Room 203
Lincoln, NE 68508

From (Contractor): DICKEY • HINDS • MUIR Incorporated
PO Box 22555
Lincoln NE 68542-2555

Contract For: General Construction

Project: COL Hall of Justice City-County Security Upgrades
P.O. # : 0
Owner's Project #: 19-211
Project Mgr: Kerin Peterson
VIA (Architect): The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508

Application Number: 7/Partial
Period To: 04.30.20
Arch. Project Number: 0

Contract Date: 10.15.19
DHM Job# 9797
Invoice # 202004.007

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Please reference DHM's invoice number on all payments

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum		$465,500.00
2. Net Change by Change Orders		$6,408.00
3. Contract Sum to Date (Line 1 + 2)		$471,908.00
4. Total Completed and Stored to Date		$323,049.00
5. Retainage:		
A. 5% of Completed work.	$16,152.45	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$16,152.45
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$306,896.55
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$252,725.65
8. Current Payment Due		**$54,170.90**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$165,011.45

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$6,408.00	$0.00
Total Approved This Month	$0.00	$0.00
Totals	$6,408.00	$0.00
Net Change by Change Orders >>>>>	$6,408.00	

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY • HINDS • MUIR Incorporated

By: J. Adam Muir Date: 4/29/2020
J. Adam Muir, President
State of: Nebraska
County of: Lancaster
Subscribed and Sworn to Before me this 29th day of April 2020
Notary Public: Rebecca S Clark
My Commission expires: 2-14-21

State of Nebraska – General Notary
REBECCA S CLARK
My Commission Expires
February 14, 2021

Architect's Certificate for Payment.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified ..... / 54,170.90
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)
ARCHITECT:

By: Date: 5/5/20

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRAC

CONTINUATION SHEET
DICKEY • HINDS • MUIR Incorporated
P.O. Box 22555
Lincoln, NE 68542-2555
Federal ID. # 47-0706351
Invoice # 202004.007

Project: COL Hall of Justice City-County Security Upgrades
P.O. # :
Owner's Proj #: 19-211

APPLICATION # : 7/Partial
APPLICATION DATE : 4/29/2020
PERIOD TO : 04.30.20
ARCH. PROJECT NO :
DHM JOB # : 9797

Percent Retainage= 5.00%

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
1	General Conditions	7,238	4,950	500		5,450	75.30%	1,788.00	272.50
2	Enclosures	19,048	12,500	5,048		17,548	92.13%	1,500.00	877.40
3	Demolition Other	22,420	17,000	1,000		18,000	80.29%	4,420.00	900.00
4	Demolition Concr. Holes	291	291			291	100.00%	0.00	14.55
5	Concr. & Masonry Patching	3,673	1,200			1,200	32.67%	2,473.00	60.00
6	Concrete Flatwork	5,258	2,500	750		3,250	61.81%	2,008.00	162.50
7	Carpentry Rough	24,082	8,500	2,500		11,000	45.68%	13,082.00	550.00
8	Carpentry Finish	4,004		500		500	12.49%	3,504.00	25.00
9	Thermal & Moisture	2,079	1,200			1,200	57.72%	879.00	60.00
10	Mtl Drs & Frs Carpentry	3,615	2,250			2,250	62.24%	1,365.00	112.50
11	Specialities	12,964		1,200		1,200	9.26%	11,764.00	60.00
12	03-Precast Concrete	1,667	1,400			1,400	83.98%	267.00	70.00
13	04-Masonry	3,433				0	0.00%	3,433.00	0.00
14	04-Stone Panels	9,642		9,642	Not allowed	9,642	100.00%	0.00	482.10
15	05-Sheet Metal Fabrications	948	948		on this	948	100.00%	0.00	47.40
16	08-Doors & Fin Hard	61,195	47,225		project	47,225	77.17%	13,970.00	2,361.25
17	08-Alum Entrances	72,268	56,050			56,050	77.56%	16,218.00	2,802.50
18	09-Mtl Studs/ Drywall	38,980	6,450	22,000		28,450	72.99%	10,530.00	1,422.50
19	09-Carpeting	9,187	6,300			6,300	68.58%	2,887.00	315.00
20	09-Painting	2,234				0	0.00%	2,234.00	0.00
21	10-Wall & Door Protection (Abuse-resi	1,182		1,182		1,182	100.00%	0.00	59.10
22	10-Signage	1,503				0	0.00%	1,503.00	0.00
23	12-Marble Patching	2,653				0	0.00%	2,653.00	0.00
24	12-Blinds & Drapes	4,213				0	0.00%	4,213.00	0.00
25	12-Solid Surface Counter	843				0	0.00%	843.00	0.00
26	21-Fire Sprinklers	3,218				0	0.00%	3,218.00	0.00
27	22-Plumbing	18,953	18,953			18,953	100.00%	0.00	947.65
28	23-HVAC	68,624	37,750	7,800		45,550	66.38%	23,074.00	2,277.50
29	26-Electrical	50,775	31,250			31,250	61.55%	19,525.00	1,562.50
30	Bond	9,310	9,310			9,310	100.00%	0.00	465.50
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

ITEM NO.		SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
CO 1	CPR 1 - Electrical changes per RFI-00	-9119				0.00	0.00%	-9,119.00	0.00
CO 1	CPR 2 - ASI 002 Floor & Granite Pane	15527		4,900.00		4,900.00	31.56%	10,627.00	245.00
CO ?	CPR 3 - Added door operators					0.00	#DIV/0!	0.00	0.00
CO ?	CPR 4 - Shade pocket credit for double coverage					0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
TOTALS		471,908	266,027.00	57,022.00	0.00	323,049.00	68.46%	148,859	16,152.45

1 = Original Contract Sum			465,500.00
2 = Change Orders			6,408.00
3 = Contract to Date			471,908.00
4 = Completed & Stored			323,049.00
5 = Retainage			
5a= 5.00%	16,152.45		
5b= 5.00%	0.00		16,152.45
6 = Earned Less Retainage			306,896.55
7 = Previous Payments (line 6 from previous)			252,725.65
8 = Payment Due >>>>>>>>>>>>>>>>>>			**54,170.90**
9 = Balance,Plus retainage			165,011.45

Col. D & E No. 5a	Col. F No. 5b
16,152.45	0.00

Retainage
16,152.45

THANK YOU

Appl #	7/Partial
Post	57,022.00
Retain	2,851.10

APRIL 2020 Vouchers

	AMOUNT:
ACCURATE CONTROLS	$7,543.80
BINSWANGER GLASS	$300.00
BLACK HILLS UTILITY	$706.51
BOB AND DON'S PLUMBING	$573.13
CARQUEST	$1,012.85
CITY OF LINCOLN FINANCE	$962.50
CITY OF LINCOLN PERSONNEL/HUMAN RESOURCES	$4.18
DENNIS SUPPLY COMPANY	$140.25
DICKEY HINDS MUIR INC	$135,382.45
DISTRICT ENERGY CORPORATION	$247,565.86
EGAN SUPPLY COMPANY	$346.16
FORT TUFF	$1,248.50
G&M WINDOW SERVICE	$6,281.00
GRAYBAR ELECTRIC	$1,114.28
LANCASTER COUNTY ENGINEER	$86.85
HUSKER ELECTRIC SUPPLY	$421.76
ICS PRODUCTS INC	$125.76
ALL NEEDS COMPUTER	$1,520.08
JOHN HENRYS PLUMBING HEATING	$8,399.26
KELLY SUPPLY COMPANY	$8.70
KINER SUPPLY CO INC	$519.30
KONE INC	$7,589.91
LANCASTER COUNTY ENGINEER	$919.97
LINCOLN ELECTRIC SYSTEM	$40,469.61
LINCOLN GLASS INC	$247.85
LINCOLN LOCK & SAFE	$30.90
LINCOLN TENT	$360.00
LINCOLN WATER SYSTEM	$1,051.58
MAILFINANCE	$2,099.34
MENARDS LINCOLN NORTH NE	$1,025.15
MIDWEST ALARM SERVICES	$1,426.65
MIDWEST DOOR AND HARDWARE	$660.00
MIDWEST OFFICE AUTOMATIONS INC	$45.95
MIDWEST FLOOR COVERING	$16,736.56
MR YARDS AND MORE	$533.50
NATIONAL EVERYTHING WHOLE	$7,534.28
NI SFM ELEVATOR	$480.00
NORLAND PURE	$88.80
OFFICEMAX/OFFICEDEPT	$287.32
ORKIN LLC 002	$296.75
PARAMOUNT LAUNDRY & TEXTILE	$1.85
PLUNKETTS PEST CONTROL	$225.00

Q P ACE HDWE	$54.10
REIMERS KAUFMAN	$10.68
ROOF DEPOT	$30.50
SCHINDLER ELEVATOR CORPORATION	$780.00
SCHROEDER INVESTMENTS INC	$5,648.00
SHERWIN WILLIAMS	$471.28
SINCLAIR HILLE & ASSOCIATES	$468.75
SITEONE LANDSCAPE SUPPLY	$203.48
SMALL ENGINE SPECIALISTS	$91.08
THE HOME DEPOT	$60.32
THE HOME DEPOT PRO	$503.69
TOO FAST SUPPLY	$118.74
TY S OUTDOOR POWER & SERVICE	$430.36
URIBE REFUSE SERVICES LLC	$1,157.00
VERIZON WIRELESS	$774.21
VOSS LIGHTING	$139.00
WINDSTREAM PMTFEE	$2,792.52
WOLFE ACE HARDWARE	$4.99
WINSTREAM	$403.60
Grand Total	**$510,516.45**

Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA STATE PATROL
Colonel John A. Bolduc
Superintendent
P.O.Box 94907
Lincoln, NE 68509-4907
Phone (402) 471-4545

July 1, 2020

Lancaster County Property Management – Public Building Commission
920 O Street, Ste., 203
Lincoln, Nebraska 68508

Dear Ms. Bohy:

The Nebraska State Patrol takes pride in the manner our Capitol Security Division has provided services to your department. We strive to incorporate advanced technology in providing our services, and are constantly examining methods to improve our customer service and support.

Please review the new agreement, which details the services offered. A document that outlines a listing of the security devices currently in use by your department is also enclosed.

If you have any questions concerning the enclosed agreement or the services offered, please contact Lieutenant Todd Kinghorn at todd.kinghorn@nebraska.gov or (402)-471-2400.

Signed agreements can also be returned to Lieutenant Kinghorn.

Thank you,

John Bolduc, Colonel
Superintendent of Law Enforcement and Public Safety

AGREEMENT FOR SECURITY RELATED SERVICES
Nebraska State Patrol, Capitol Security Division

AGENCY: Public Building Commission

BUILDING/LOCATION: K Street Power Plant, 440 S. 8th Street, Lincoln NE

TERM of AGREEMENT: July 1, 2020 to June 30, 2021

The Public Building Commission (hereinafter known as the Agency) and the Nebraska State Patrol, Capitol Security Division (hereinafter known as Capitol Security) enter into this agreement for the term of July 1, 2020, through June 30, 2021, for the location shown above.

Capitol Security provides security services pursuant to Neb. Rev. Stat. § 81-2004 (3) which states, "The Nebraska State Patrol shall provide security for all buildings and grounds owned or leased by the State of Nebraska in Lincoln, Nebraska, …" Similar language is repeated in Neb. Rev. Stat. § 81-1108.15 (6).

Additional services to be received are selected by the Agency by circling "yes" in the chart below. If the agency does not wish to receive such additional services, it should circle "no". Capitol Security will prepare the cost portion of this agreement based on the additional services selected by the Agency and the number of security devices or square footage of the facility at the Agency's location. Square footage charges are based on the gross square feet of each building or the Agency's facilities within a building.

A. Services Available: The Agency should select what security services it wants to receive.

SERVICE AVAILABLE	COST OF THE SERVICE	AGENCY SELECTION
1. Security Card Access System: Capitol Security will monitor the access card system 24 hours-per-day. In the event of an intruder or an alarm, Capitol Security will notify the personnel designated by the agency and/or law enforcement personnel when appropriate. Capitol Security will make and program access cards upon request by the agency and will issue the access cards to the agency in compliance with its directions.	$70 per card reader per month $15 per door contact/input point per month Initial card issuance $7.00. Replacement cards will be $15.00 each.	**Required Service**

Upon request, Capitol Security will provide reports to the Agency regarding access card usage.	No charge for such reports.	
2. Duress Alarms: Capitol Security will provide 24 hours-per-day coverage of duress or personal alarm buttons. In the event of an alarm, Capitol Security will notify the personnel designated by the agency and if needed, send a security guard and/or notify law enforcement personnel, when appropriate.	$10 per alarm button per month	**Yes No**
3. Closed-Circuit Television Camera(s): Capitol Security will provide 24 hours-per-day monitoring of the facility by CCTCs. In the event of an intrusion or emergency, Capitol Security will notify the personnel designated by the agency and if needed, send a security guard and/or notify law enforcement personnel when appropriate.	$115 per camera per month for Point, Tilt and Zoom (PTZ) cameras. $ 60 per camera per month for fixed cameras.	**Required Service**
4. Roving Guard Services: Capitol Security will perform physical checks of the exterior doors and visual inspection of exterior area during non-business hours. If anything unusual is detected, Capitol Security will notify designated agency personnel and/or notify law enforcement personnel of any unusual findings when appropriate.	$130 per building per month	**Required Service**
5. Security Guard Attendance: Capitol Security will provide a uniformed security guard for meetings, hearings, etc. upon request by the Agency.	$22.75 per hour, upon request by the agency at a location in Lincoln. If none are requested, there is no additional cost.	**Yes No**
6. Heating, Ventilation and Air Conditioning (HVAC): Monitoring the HVAC sensors 24 hours-per-day, and in the event of an alarm or a temperature variance that exceeds Agency established limits,	$100.00 per month, per building.	**Required Service**

Capitol Security will notify of designated agency personnel.		
7. Fire Alarm: Monitoring the fire alarm(s) 24 hours-per-day. In the event of an alarm Capitol Security will notify personnel designated by the Agency and notify the fire department.	$100.00 per month, per building.	**Required Service**

- **Note: See attachments to see existing Agency security equipment.**

B. **The Agency's obligations and commitments under this agreement are to:**

1. Identify, provide and keep current the following with Capitol Security:

   i. An Agency point of contact or designee responsible for making security decisions under this Agreement.

   ii. **Provide a list of Agency emergency contacts to notify when issues arise, at any hour and on any day, regarding the security of buildings or facilities being monitored.**

   iii. Provide a list of Agency supervisors authorized to determine access issues for Agency employees. Access issues include decisions regarding the hours of access to the Agency's facilities, either during business hours and non-business hours, and where an employee may have access.

   iv. **The Agency agrees to keep these three lists current and will verify to Capitol Security, in writing (email is fine), at the start of the Agreement term and confirm who these contact persons are every three months.**

2. Provide Capitol Security with at minimum two weeks' notice, prior to any special event or special activity involving agency staff or the public in any state owned or leased buildings, facilities or parking lots being monitored by Capitol Security. This notice is required for both weekday and weekend activities involving the Agency and/or the public. .

3. Provide written notification to Capitol Security of any security equipment malfunctions or issues as soon as possible.

4. The Agency is responsible for the costs owed to third parties for repair, replacement, programming, or reprogramming of any security equipment for the Agency. The Agency is also responsible for the cost of any replacement

security devices including the software, hardware, programming or installation costs owed to third parties.

5. The Agency agrees to not make any changes to its security devices without first checking with Capital Security to ensure the new equipment, its hardware and software, are compatible with existing security systems. Capitol Security agrees to not charge any costs related to personnel time or expenses to the Agency when consulting with them or performing work for the Agency, except as provided in the chart above.

6. The Agency is responsible for paying the cost of connectivity or bandwidth used by the security equipment of the Agency. Administrative Services and/or the Office of Chief Information Officer is responsible for Information Technology support, connectivity or bandwidth. The Agency is responsible for paying for the charges assessed by AS/OCIO.

7. The Agency is responsible for promptly paying for the services under this Agreement. Payment for annual fees is due on or before October 1, of the current term. Payment for services that cannot be anticipated, such as Security Guard Attendance or Replacement Cards, will be paid quarterly. Billing will be initiated by the NSP Accounting Division (402) 479-4908, on behalf of Capitol Security, and the Agency agrees to pay the bill via an Interagency Billing Transfer (IBT).

C. Security Agreement and Equipment:

Capitol Security is not responsible for funding the security needs of the Agency. Capitol Security will make security recommendations to the Agency but cannot make policy decisions or spending decisions for the Agency. The Agency is responsible for paying for repair, replacement or upgrades to its security equipment, so Capitol Security will consult with the Agency Designee prior to making any commitments that requires Agency funding.

Security camera operation requires software licenses, security cameras, and video recorders to view, record, store and access video images. Security camera images will be record and stored onsite. Stored images can be accessed by Capitol Security for real-time monitoring in the event of an alarm and may also be accessed by the Agency Designee. If requested, Capitol Security will provide the Agency Designee with copies of recorded images, providing there is legitimate business justification.

Each party will notify the other, as soon as practicable, if one becomes aware of security equipment malfunction or failure. Capitol Security will work with the Agency Designee to determine what should be done about the malfunction or failure. Capitol Security and the Agency agree to work cooperatively to resolve any security or fiscal issues.

D. Price Adjustments:

Capitol Security reserves the right to make price adjustments if the Nebraska Legislature passes legislation affecting this agreement or funding or it becomes otherwise necessary. Under no circumstances will prices be adjusted with less than three (3) months advance notice. Generally, price adjustments will be made at the beginning of each annual agreement and will be reflected in the annual agreement.

E. Alteration or Termination of this Agreement:

Both parties reserve the right to terminate this agreement, regarding any additional services, by written notice to the other party with thirty (30) days' notice.

F. Estimated Summary of Service Charges for the Term of this Agreement:

Service	Calculation Cost	Annual Fee
1. HVAC Monitoring		$000.00
2. Fire Alarm Monitoring		$000.00
3. Card Access System Door Contact/Input Point Cards and Replacement Cards	$70 x reader(s) = $15 x point(s) = x card(s) =	$000.00 $000.00 $000.00
4. Duress Alarms	$10 X points(s) =	$000.00
5. CCTV (PTZ) Camera(s) CCTV (fixed) Camera(s)	$115 X camera(s) = $60 X camera(s) =	$000.00 $000.00
6. Rover Service	$130 X 1 building(s)=	**$1,560.00**
7. Security Guard Attendance	X hour(s) =	$00,000.00
	TOTAL	**$1,560.00**

If there are any errors or discrepancies in these locations or amounts, please contact Lieutenant Todd Kinghorn of the Capitol Security Division at (402) 471-2400.

ACCEPTED: _____ **DATE:** _____
Authorized Agency Representative

APPROVED: _____ **DATE:** 4-1-20
Col. John A. Bolduc
Superintendent of Law Enforcement and Public Safety

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is entered into as of the "Effective Date" (as hereinafter defined), by and between B&J PARTNERSHIP, LTD., a Nebraska limited partnership, dba Speedway Properties ("Landlord"), and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION, NEBRASKA ("Tenant"). The "Effective Date" shall be the date upon which the last of the parties has executed this Amendment.

RECITALS:

A. WHEREAS, Landlord and Tenant entered into that certain Lease, dated as of May 5, 2009 (the "Lease"), with respect to certain premises consisting of a portion of the building located at 2145 Y Street, Suite A, Lincoln, Nebraska and surrounding real estate, the "Premises" being more particularly described in the Lease. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease;

B. WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease by the terms of which Landlord granted Tenant the right to install a 60 x 24 modular building on the Premises (the "Building") and Tenant, in consideration of which Tenant agreed to pay Additional Rent to Landlord with the amount of such Additional Rent to be finally determined to reflect the total amount actually paid by Landlord for Tenant's Work; and

C. WHEREAS, Landlord and Tenant entered into a Second Amendment to Lease pursuant to which the Additional Rent was increased to reflect the total amount actually paid by Landlord for Tenant's Work which amount was $27,587.82.

D. WHEREAS, Landlord and Tenant desire to enter into this Third Amendment to increase the limit on the combined amount of Tenant's Proportionate Share Expenses and Shared Complex Expenses from $350 per month to $500 per month to reflect an increase in the amount of these expenses since the date that the Lease was originally entered into.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. Amendment of Section 3(C)(iii) of the Lease. Section 3(C)(iii) of the Lease is hereby amended to provide that the combined limit on Proportionate Share Expenses and Shared Complex Expenses is raised from $350 per month to $500 per month.

2. Miscellaneous.

A. Except as specifically amended pursuant to the terms of this Third Amendment, the terms and conditions of the Lease shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms of this Third Amendment and any terms of the Lease, the First Amendment to the Lease or the Second Amendment to the Lease, the terms of this Third Amendment shall govern and prevail.

B. This Third Amendment contains the entire agreement between the parties relating to the subject matters contained herein. Any prior representations or statements concerning the subject matters herein shall be of no force or effect. This Third Amendment shall be construed as a whole and in accordance with its fair meaning. Headings are for convenience only and shall not be used in construing meaning.

C. This Third Amendment may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereby execute this Third Amendment as of the day and year first set forth above.

LANDLORD

B&J PARTNERSHIP, LTD.,
a Nebraska limited partnership

By: _____

Name: _____

Title: _____

Date: _____

TENANT

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION, NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Business Cards Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Firespring

This Amendment is hereby entered into by and between Firespring, 1201 Infinity Court, 1201 Infinity Court, Lincoln, NE 68512 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated June 12, 2018 executed under City Directorial Order No. 19455, and County Contract C-18-0272, dated June 12, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on June 5, 2018, for Business Cards and Letterhead Printing, Bid No. 18-082, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is June 12, 2018 through June 11, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order 21678, executed on June 14, 2019, and by County Contract No. C-19-0478, executed on June 18, 2019, and by the City of Lincoln-Lancaster County Public Building Commission on May 14, 2019, to renew the Contract from June 12, 2019 through June 11, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning June 12, 2020 through June 11, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $15,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $15,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 19455 and County Contract C-18-0272, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional one (1) year term beginning June 12, 2020 through June 11, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $15,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $15,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,000.00 without approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Business Cards Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Firespring

Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Business Cards Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Firespring

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Business Cards Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Firespring

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Business Cards Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Firespring

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

This Amendment is hereby entered into by and between General Fire & Safety Equipment Company, Inc., 2431 Fairfield Street, Lincoln, NE 68521 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated May 13, 2019 executed under City Directorial Order No. 21494, and County Contract C-19-0352, dated May 7, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on May 14, 2019 , for Annual Service – Fire Extinguisher Inspection, Testing, and Maintenance, Bid No. 19-120, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is May 13, 2019 through May 12, 2020, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning May 13, 2020 through May 12, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $18,500.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $2,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 21494 and County Contract C-19-0352, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional one (1) year term beginning May 13, 2020 through May 12, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $18,500.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $2,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,500.00 without approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Sandy Rocke
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: srocke@lincoln.ne.gov

Company Name:	General Fire and Safety Equipment CO.
By: (Please Sign)	
By: (Please Print)	R.J. Lipert
Title:	President
Company Address:	2431 Fairfield St
Company Phone & Fax:	402-476-4646 + 402-476-5268
E-Mail Address:	RJ@generalfiresafety.com
Date:	4-13-2020
Contact Person for Orders or Service	DAN HAAG Dan.Haag@generalfiresafety.com
Contact Phone Number:	402-476-4646

City of Lincoln Signature Page

CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

Client#: 34163 GENER8

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2020

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

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

PRODUCER
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Laura Paulsen
PHONE (A/C, No, Ext): 402.483.4500 FAX (A/C, No): 402.483.7977
E-MAIL ADDRESS: lpaulsen@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Insurance	21415
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
General Fire & Safety Equipment of
Lincoln, Inc.
2431 Fairfield St, Ste A
Lincoln, NE 68521

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		2D17372	12/17/2019	12/17/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		2E17372	12/17/2019	12/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			2N17372	12/17/2019	12/17/2020	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	5H40608	12/17/2019	12/17/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as additional insured with respect to General Liability and Auto Liability. Waiver of Subrogation in favor of City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission applies where permissible by law.

CERTIFICATE HOLDER

City Of Lincoln
Lancaster County
Lincoln-Lancaster Country Public
Building Commission
555 S 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tamara D. Gibbs

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Policy # 2E17372

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

Includes copyrighted material of ISO Properties, Inc. with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

© 1983 National Council on Compensation Insurance.

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Letterhead Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Cornhusker State Industries

This Amendment is hereby entered into by and between Cornhusker State Industries, PO Box 94661 Lincoln, NE 68509 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated June 12, 2018 executed under City Directorial Order No. 19455, and County Contract C-18-0271, dated June 12, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on June 5, 2018, for Business Cards and Letterhead Printing, Bid No. 18-082, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is June 12, 2018 through June 11, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order 21678, executed on June 14, 2019, and by County Contract No. C-19-0479, executed on June 18, 2019, and by the City of Lincoln-Lancaster County Public Building Commission on May 14, 2019, to renew the Contract from June 12, 2019 through June 11, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning June 12, 2020 through June 11, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $12,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $5,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 19455 and County Contract C-18-0271, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional one (1) year term beginning June 12, 2020 through June 11, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $12,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $5,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,000.00 without approval by the Public Building Commission.
6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Letterhead Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Cornhusker State Industries

Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Letterhead Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Cornhusker State Industries

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Letterhead Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Cornhusker State Industries

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Business Card and Letterhead Printing
(Letterhead Only)
Bid No. 18-082
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Cornhusker State Industries

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

Unit Price
Residential and Commercial Overhead Door
Repair and Replacement
Bid No. 20-030

Pioneer Overhead Door, Inc.
2300 S. 7th Street
Lincoln, NE 68502
402-476-6539

CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Pioneer Overhead Door, Inc., 2300 S. 7th Street, Lincoln, NE 68502**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Unit Price – Residential and Commercial Overhead Door Repair and Replacement, Bid No. 20-030 and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and compete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owner:

   "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 20-030 for Unit Price – Residential and Commercial Overhead Door Repair and Replacement. "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 20-030 for Unit Price - Residential and Commercial Overhead Door Repair and Replacement.

   The Owners will pay for products/service, according to the Line Item pricing as listed in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, and the quote submitted for each project on the Unit Price Quote Sheet. The Owners shall order on an as- needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed $22,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $3,000.00 during the contract term without approval Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $1,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. ASSIGNMENT: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

6. TERMINATION FOR CAUSE:
   a) The Owners may terminate the Contract if the Contractor:
      1. Refuses or fails to supply enough properly skilled workers or proper materials;
      2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
      3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
      4. Otherwise commits a substantial breach of any provision of the Contract Documents.
   b) When any of the above reasons exist, the Owners without prejudice to any other rights or remedies of the Owners may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the Owners may (subject to any prior rights of the surety):
      1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
      2. Accept assignment of subcontracts; and
      3. Finish the Work by whatever reasonable method the Owners may deem expedient.

   c) If the Contract is terminated by Owners as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by Owners.
   d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for Owners staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to Owners.
   e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the Owners.
   f) No termination or action taken by Owners after termination shall prejudice any other rights or remedies of Owners provided by law or by the Contract Documents upon such termination; and Owners may proceed against Contractor to recover all losses suffered by Owners.

6b. TERMINATION BY THE OWNERS FOR CONVENIENCE:
   a) The Owners may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
   b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this Paragraph. The

provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
   1. Discontinue the Work to the extent specified by the Owners;
   2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the Owners has directed not to be discontinued;
   3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the Owners of all orders and subcontracts not related to that portion of the Work, if any, the Owners have directed not to be discontinued;
   4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.

d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

e) Upon termination, the Owners shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the Owners. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the Owners may direct the Contractor to deliver such goods to the Site or to such other place as the Owners may reasonably determine, whereupon the Owners shall pay to the Contractor the cost for such goods and materials.

f) Upon such termination, Owners shall pay to Contractor the sum of the following:
   1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
   2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
   3. Any proven losses with respect to materials and equipment directly resulting from such termination.
   4. Reasonable demobilization costs.

g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Owners pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

9. AUDIT PROVISION: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

10. PERIOD OF PERFORMANCE. This Contract shall be effective April 1, 2020 through March 31, 2021. The term of the Contract shall be for one (1) year with the option to renew for two (2) additional one year terms upon mutual consent of all parties.

11. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal
    3. Unit Price Quote Sheet
    4. Specifications
    5. Instructions to Bidders
    6. Insurance Requirements
    7. Certificate of Insurance and Endorsements
    8. Employee Classification Act, Executive Order 83319
    9. Employee Classification Act Affidavit
    10. United States Citizenship Attestation Form
    11. Sales Tax Exemption Forms 13 & 17

    (Note: These forms cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission

Vendor Signature Page

CONTRACT
Unit Price
Residential and Commercial Overhead Door Repair and Replacement
Bid No. 20-030
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Pioneer Overhead Door, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:

Jessi Braun
Secretary

Seal

Pioneer Overhead Door, Inc
Name of Corporation

2300 S. 7th St. Lincoln, NE 68502
Address

By: Jessi Braun
Duly Authorized Official

Corp. Secretary
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

CONTRACT
Unit Price
Residential and Commercial Overhead Door Repair and Replacement
Bid No. 20-030
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Pioneer Overhead Door, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

_____

CONTRACT
Unit Price
Residential and Commercial Overhead Door Repair and Replacement
Bid No. 20-030
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Pioneer Overhead Door, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

Lincoln-Lancaster County Public Building Commission
Signature Page

CONTRACT
Unit Price
Residential and Commercial Overhead Door Repair and Replacement
Bid No. 20-030
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Pioneer Overhead Door, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

20-030

Unit Price – Residential and Commercial Overhead Door Repair and Replacement

Issue Date: 2/5/2020

Response Deadline: 2/19/2020 12:00 PM (CT)

Lincoln Purchasing

Contact Information

Contact: Rachelle Hinze Buyer
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-8313
Fax: 1 (402) 441-6513
Email: rhinze@lincoln.ne.gov

Event Information

Number: 20-030
Title: Unit Price – Residential and Commercial Overhead Door Repair and Replacement
Type: Notice to Bidders
Issue Date: 2/5/2020
Response Deadline: 2/19/2020 12:00 PM (CT)

Bid Attachments

20-030.adv.pdf
Notice to Bidders — Download

Instructions to Bidders City-County-BC - B 04-05-12.pdf
Instructions to Bidders — Download

20-030 UP Overhead Door Repair..pdf
Specifications — Download

Insurance Requirements City County PBC Standard.pdf
Required Insurance — Download

20-030 UP Overhead Door Repair Contract.pdf
Sample Contract — Download

Unit Price Service Contract Instructions.pdf
Unit Price Service Contract Instructions — Download

20-030 Unit Price Quote Sheet.pdf
Unit Price Quote Sheet — Download

Employ Class Act Affidavit City.Co.PBC.pdf
Employee Class Act Affidavit City.Co.PBC — Download

Proprietary-Info-Bids-2018.pdf
Proprietary Information - Bids — Download

Attestation-form.pdf
Attestation Form — Download

Bid Attributes

1 Contract Threshold Amount

Vendors may contract for one of three levels as shown in Section 1.3 of the Specifications.
Vendors must indicate in this section what threshold level they will contract for:
$0-$10,000.00
$0-$25,000.00
$0-$50,000.00

☒ $0-$10,000.00 ☐ $0-$25,000.00 ☐ $0-$50,000.00
(Required: Check only one)

2 U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

(Required: Maximum 1000 characters allowed)

3 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

(Required: Check if applicable)

4 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.

Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.

☒ Yes

(Required: Check if applicable)

5 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

(Required: Check if applicable)

6 Government/Corporate Purchase Card

Will your company accept payment by a Visa/Purchase Card? Yes/No ____

1) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No ____
2) If yes, do you require payment upon receipt of order? Yes/No ____
3) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No ____

Credit Card payment maximum $2,500 per Invoice.

(Required: Maximum 1000 characters allowed)

7	**Bid Documents** I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. ☒ Yes *(Required: Check if applicable)*
8	**Special Provision Term Contract Provisions** I acknowledge reading and understanding the Special Provision Term Contract Provisions. ☒ Yes *(Required: Check if applicable)*
9	**Unit Price Quotatation Sheet** I acknowledge reading and understanding the Unit Price Quote Sheet and will complete the document according to the instructions for each project requested by the Owners. ☒ Yes *(Required: Check if applicable)*
10	**Sample Contract** I acknowledge reading and understanding the sample contract. ☒ Yes *(Required: Check if applicable)*
11	**Contract Term & Rate Increases** The original term of the contract will be effective upon execution with the option of (2) two additional one year terms from the date of execution upon mutual consent of all parties with an ending contract date of February 28, 2023. I acknowledge and agree to the terms for rate increases according to Section 1.15 of the Specifications. ☒ Yes *(Required: Check if applicable)*
12	**Performance/Payment Bonds** I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project. ☒ Yes *(Required: Check if applicable)*
13	**Employee Class Act EO** I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. ☒ Yes *(Required: Check if applicable)*
14	**Employee Class Act Affidavit** I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract. ☒ Yes *(Required: Check if applicable)*

15 **Recycling of Corrugated Cardboard**

I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/solid-waste/recycle/ for more information on City of Lincoln recycling programs.

☒ Yes

(Required: Check if applicable)

16 **Purchase Order, Contract and Delivery Contact**

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Jessi Brown (402) 730-2328 Cell (402) 476-6539 Office
office@pioneerdoorlincoln.com

(Required: Maximum 1000 characters allowed)

17 **Emergency Repairs**

Will you charge the same rate for repairs in emergency situations that occur after normal business hours or on weekends and holidays? YES or NO. If NO, list the additional costs in the space provided.

See Attached

(Required: Maximum 1000 characters allowed)

18 **Emergency Services**

Is your company willing and able to provide **Emergency services at any time of the day/night**? YES or NO _____

If YES, please list the contact person and phone number for these services: Jessi Brown 402-730-2328

If you are willing to provide emergency services, will your rate change from what is listed in the Line Items? YES or NO _____

If YES, please provide the rate increase by a percentage or attach on Company letterhead the specific rate for each Line Item.

Emergency services are defined as those services which are specifically required after normal business hours (5:00pm - 7:00am). The City will not allow added cost when the Vendors time is outside the normal business hours due to scheduling issues with the Vendor.

(Required: Maximum 1000 characters allowed)

19 Municipal Construction Codes

I acknowledge reading and understanding the City of Lincoln Standard Specifications for Municipal Construction 2011, or the most updated version, and will follow all applicable requirements unless specifically required by the department to follow another guideline which takes precedence.

Document may be viewed at: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/pdf/2011-spec-book.pdf?2016

☒ Yes

(Required: Check if applicable)

20 Percentage Markup of Material, excluding freight

Percentage Markup of Material, Excluding Freight.
ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.

30 %

(Required)

21 Percentage Markup of all Subcontractors Cost

Percentage Markup of Sucontractor Costs.
ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.

10 %

(Required)

22 Emergency Services

Is your company willing and able to provide emergency services at any time of the day or night? YES or NO

If YES, please list the contact person and phone number for these services: Jessi Brown 402-730-2328

If you are willing to provide emergency services, will your rate change from what is listed in the Line Items? YES or NO

If YES, please provide the rate increase by a percentage or attach on Company letterhead the specific rate for each Line Item.

Emergency services are defined as those services which are specifically required after normal business hours (5:00pm - 7:00am). The City will not allow added cost when the Vendors time is outside the normal business hours due to scheduling issues with the Vendor.

See Attached

(Required: Maximum 1000 characters allowed)

23 References

I have attached my References on Company letterhead to the Response Attachment section of this bid.

☒ Yes

(Required: Check if applicable)

24 Contact

Name of person submitting this bid:

Jessi Brown (402)476-6539.

(Required: Maximum 1000 characters allowed)

25 **Electronic Signature**

Please check here for your electronic signature.

☒ Yes

(Required: Check if applicable)

Bid Lines

1 Supervisor, Superintendent or Foreman - Labor rate per hour

UOM: Hourly Rate Price: $95.00 Total: $

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

2 Skilled Helper - Labor rate per hour

UOM: Hourly Rate Price: $ 95.00 Total: $

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

3 Laborer - Labor rate per hour

UOM: Hourly Rate Price: $ 95.00 Total: $

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

Supplier Information

Company Name: Pioneer Overhead Door, Inc

Contact Name: Jessi Brown

Address: 2300 S. 7th St.
Lincoln NE 68502

Phone: (402) 476-6539

Fax: N/A

Email: office@pioneerdoorlincoln.com

Supplier Notes

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

Jessi Brown
Print Name

Jessi Brown
Signature

March 31, 2020

Residential & Commercial Overhead Door Repair & Replacement

Bid Attributes: #17, #18, & #22

Emergency Labor rates apply to all labor hours between 4pm – 8am weekdays, and all weekend service hours

Bid Lines

1. Supervisor	Emergency Fee $140.00	plus Hourly	$ 95.00
2. Skilled Helper	Emergency Fee $140.00	plus Hourly	$ 95.00
3. Laborer	Emergency Fee $140.00	plus Hourly	$ 95.00

Specifications, Unit Price, Scope of Contract

Requirements – Overhead Door Services

3.5.1 Non-emergency repair/replacement may be completed the same day, or next available time slot.

3.5.2 Emergency repair/replacement after hours will be responded to within 1 – 3 hours

When the situation occurs, that "The City" requires Emergency service immediately, during regular work hours, and this Emergency Service disrupts our scheduled service and installation for the day, we "The Contractor" will bill at our Emergency Labor rate (above). This will be determined during the original phone call, before our technician is dispatched.

Pioneer Overhead Door, Inc 2300 South 7th Street Lincoln, Nebraska 68502
office@pioneerdoorlincoln.com (402) 476-6539 www.pioneerdoorlincoln.com

March 31, 2020

Residential & Commercial Overhead Door Repair & Replacement

Business Reference:

City of Lincoln

Lincoln Fire & Rescue

Division Chief of Logistics Kendall Warnock

1801 P Street

Lincoln, NE 68508

Sysco

Danette Morrison dmorrison@lincoln.sysco.com

PO Box 80068

900 Kingbird Rd

Lincoln, NE 68501

CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Residential and Commercial Overhead Door Repair and Replacement

Bid No. 20-030

Date:

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): PIONEER OVERHEAD DOOR, INC. AWARD LEVEL: 1

PROJECT DESCRIPTION:

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman	$95.00		
Skilled Helper	$95.00		
Laborer	$95.00		
Emergency Fee	$140.00		
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs			
Total Materials Cost		30%	
Total Shipping/Freight Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		10%	
Sub No. 2		10%	

TOTAL ESTIMATED COST -- NOT TO EXCEED: $

FIRM:

BY:

ADDRESS:

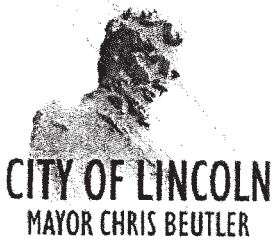
APPROVED BY: _____
Department Agency/Rep

PHONE NO: _____

DATE: _____

ChangeOrder#: _____
Accepted: _____
Not Accepted : _____

smart # 10070200
7-26-10/law/tb



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.

Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, Jessie Brown, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.

2.The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.

3. The Contractor has complied with Neb Rev Stat 4-114.

4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.

5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.

6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Jessie R Brown
(First, Middle, Last)

SIGNATURE: Jessi Brown

TITLE: Secretary

State of Nebraska)
) ss.
County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 8 day of April, 2020.

GENERAL NOTARY - State of Nebraska
Michelle Ackerman
My Comm. Exp. 5/25/2023

Michelle Ackerman
Notary Public

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME Jessie Ray Brown

(first, middle, last)

SIGNATURE Jessie Brown

DATE 4/8/2020

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below
☒ City of Lincoln ☒ Lancaster County ☒ Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than $25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

☒ **1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

☒ **1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

☒ **1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

☐ **1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than $1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

☒ **1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than $500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

☐ **1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

☐ **1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

☐ **1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3)Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

☐ **1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than $1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

☐ **1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

☐ **1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

☐ **1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2020

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

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

PRODUCER
UNICO Group, Inc.
1128 Lincoln Mall
Suite 200
Lincoln NE 68508

CONTACT NAME: Megan Robison
PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272
E-MAIL ADDRESS: mrobison@unicogroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AMCO	19100
INSURER B : Nationwide	23787
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pioneer Overhead Door, Inc.
2300 South 7th St
Lincoln NE 68502-3305

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL AU UMB WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ACPGLAO7285136034	08/01/2019	08/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		ACPBAA7285136034	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ACPCAA7285136034	08/01/2019	08/01/2020	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ACPWC7285136034	08/01/2019	08/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Unit Price Contract for: Residential and Commercial Overhead Door Repair and Replacement, Bid No. 20-030; The General Liability & Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. The blanket endorsements provide additional insured status and waiver of subrogation for CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.

CERTIFICATE HOLDER

City of Lincoln, Lancaster County, Lincoln-Lancaster County
Public Building Commission
555 South 10th St
Lincoln NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph **1.** above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. **Section II – Who Is An Insured** is amended to include as an additional insured:

Products-Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering

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of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.** or Paragraph **B.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

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BUSINESS AUTO
SCHEDULE(S)

AMCO INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

The following schedule(s) is/are a continuation of the declarations.

Number: **ACP BAA 7285136034** Effective from **08/01/2019** to **08/01/2020**

Named Insured: **PIONEER OVERHEAD DOOR INC** Agency Name: **UNICO GROUP INC**

SCHEDULE OF FORMS AND ENDORSEMENTS

Form No.	Date	Title	Premium
AC2170	(02/00)	NEBRASKA UNINSURED & UNDERINSURED MOTORISTS COVERAGE	
AC7000	(03/16)	AUTO MEDICAL PAYMENTS AMENDMENT	
AC7005	(03/16)	BUSINESS AUTO PROTECTION - GOLD	$
AC7007	(03/16)	BUSINESS AUTO EXTENSION ENDORSEMENT	
AC9954	(04/05)	AMENDMENT OF COVERED AUTO SYMBOL 7	
CA0001	(10/13)	BUSINESS AUTO COVERAGE FORM	
CA0156	(10/13)	NEBRASKA CHANGES	
CA0221	(12/17)	NEBRASKA CHANGES - CANCELLATION	
CA2384	(10/13)	EXCLUSION OF TERRORISM	
CA9935	(11/13)	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE	
IL0017	(11/98)	COMMON POLICY CONDITIONS	
IL0021	(05/02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	
IL7003	(09/11)	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR REST	

SCHEDULE OF IMPORTANT NOTICES

Form No.	Date	Title
IN5017	(05/93)	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN5278	(12/13)	IMPORTANT NOTICE FAIR CREDIT REPORTING ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition

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A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

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H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;
b. Repair;
c. Servicing;
d. "Loss"; or
e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
   a. $100 for a covered "auto" you own of the private passenger type, or
   b. $500 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
   a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
   b. Any:
      1) Overdue lease/loan payments at the time of the "loss";
      2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      3) Security deposits not refunded by a lessor;
      4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
   b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a

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covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
   b. The cost of repairing or replacing the damaged or stolen property.
2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
   b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

   In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
   a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
   b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
   c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

   We will not pay for initiation or set up costs associated with loans or leases

   As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" , or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT WHERE A CONDITION OF THIS CONTRACT REQUIRES YOU TO OBTAIN THIS AGREEMENT.

THIS ENDORSEMENT IS EFFECTIVE ONLY WHERE PERMITTED BY STATUTE OR REGULATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 04-84)

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Tracking No. 20030057

MEMORANDUM OF UNDERSTANDING FOR CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION COOPERATIVE CONTRACT MOU075

Contract Title: Maintenance, Repair and Operations (MRO) Supplies

Cooperative Agency: OMNIA

Lead Entity and Contract Number: Region 4 Education Service Center (ESC)

Contract #R192005

(Hereinafter referred to as "the Lead Contract")

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **Lawson Products Inc., 8770 W. Bryn Mawr Ave., Suite #900, Chicago, IL 60631** hereinafter called "Contractor", from the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners" for the purpose of the Contractor and the Owners agreeing to the terms and conditions provided in this MOU

The Contractor and the Owners hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The Owners shall participate in the Lead Contract for Maintenance, Repair and Operations (MRO) Supplies and Equipment. The Memorandum of Understanding (MRO) will be effective upon execution through March 31, 2021. Upon conclusion of the initial term, the Owners have the option of renewing for four (4) additional one (1) year terms under the same terms and conditions according to the renewals allowed by the Lead Contract.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum.

The Owners will pay for products/service, according to the Region 4 ESC Contract pricing as listed in Contract #R192005, a copy thereof being attached to and made a part of this MOU. The Owners shall order on an as-needed basis for the duration of the MOU. The cost of products or services for City Departments shall not exceed $10,000.00 during the MOU term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $12,500.00 during the MOU term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $1,500.00 during the MOU term without approval by the Board of the Public Building Commission.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Region 4 ESC Contract #R192005;
3. Insurance Requirements/Certificate of Insurance;
4. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The Owners may terminate this MOU for cause if the Contractor:
   a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
   b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
   c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

   The Owner(s) may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the MOU, the Owner(s) shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the Owners. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not

constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Owners may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the Owner is the prevailing party.

N. OWNER INCLUSION

It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the MOU shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

O. PAYMENT

Unless stated otherwise, the Owners will initiate payment within thirty (30) calendar days after:
1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the Owner.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the Owners.

P. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

Q. TAXES AND TAX EXEMPTION CERTIFICATE

The Owners are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

R. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation,

retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

S. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

T. CITY AUDIT ADVISORY BOARD

All parties doing business with the Owners shall be subject to audit (City of Lincoln - Chapter 4.66 of the Lincoln Municipal Code) and shall make available to a Contract Auditor copies of all financial and performance related records and materials germane to the MOU/purchase order, as allowed by law.

U. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the Owners or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

V. WAIVER

Owners' failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the Owners' rights.

W. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. Owners shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

X. AUDIT

This MOU shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

The Contractor and the Owners hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Tracking No. 20030057

Vendor Signature Page

MEMORANDUM OF UNDERSTANDING
Maintenance, Repair and Operations (MRO) Supplies
Region 4 Education Service Center (ESC) Contract #R192005
MOU075
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
Lawson Products Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:

Richard D. [illegible] Seal
Asst. Secretary

Lawson Products, Inc
Name of Corporation
8770 W. Bryn Mawr Ave, Ste 900
Address Chicago, IL 60631
By: [illegible]
Duly Authorized Official William Holmes
VP, Sales Operations
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Tracking No. 20030057

City of Lincoln Signature Page

MEMORANDUM OF UNDERSTANDING
Maintenance, Repair and Operations (MRO) Supplies
Region 4 Education Service Center (ESC) Contract #R192005
MOU075
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
Lawson Products Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. 23272

dated March 20, 2020

Tracking No. 20030057

Lancaster County Signature Page

MEMORANDUM OF UNDERSTANDING
Maintenance, Repair and Operations (MRO) Supplies
Region 4 Education Service Center (ESC) Contract #R192005
MOU075
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
Lawson Products Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

MEMORANDUM OF UNDERSTANDING
Maintenance, Repair and Operations (MRO) Supplies
Region 4 Education Service Center (ESC) Contract #R192005
MOU075
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
Lawson Products Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

Region 4 Education Service Center (ESC)

Contract # R192005

for

Maintenance, Repair and Operations (MRO) Supplies and Equipment

with

Lawson Products

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Lawson Prodcuts effective April 1, 2020:

I. Appendix A; Vendor Contract
II. Offer & Contract Signature Form
III. Supplier’s Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 01, *2020 by and between* Lawson Products Inc. ("Lawson") *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* Maintenance, Repair and Operations (MRO) Supplies & Related Services *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R19-20 for MRO ("RFP"), to which Contractor provided a response ("Proposal"); and

Maintenance, Repair and Operations (MRO) Supplies & Related Services

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

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

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

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

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

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

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

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

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

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

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

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

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

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

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

and standard practices to protect workers, general public and existing structures from injury or damage.

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

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

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

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

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

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

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Lawson Products, Inc.
Address	8770 W. Bryn Mawr Ave., Suite #900
City/State/Zip	Chicago, IL 60631
Telephone No.	800-890-8198
Email Address	govsales@lawsonproducts.com
Printed Name	Michael DeCata
Title	President and Chief Executive Officer
Authorized signature	

Accepted by Region 4 ESC:

Contract No. R192005

Initial Contract Term April 1, 2020 to March 31, 2023

Margaret S. Bass — 2/25/2020

Region 4 ESC Authorized Board Member — Date

Margaret S. Bass

Print Name

Carmen T. Moreno — 2/25/2020

Region 4 ESC Authorized Board Member — Date

Carmen T. Moreno

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
IV. /Pg. 12 - Ordering Capabilities	-The successful Offeror shall provide an electronic on-line catalogue and have a fully operational website that enables on-line ordering by the individual member agencies. Features shall include, product lookup that indicates Region 4 contract price; ability to set PURCHASING AUTHORIZATION LIMITS; ability to download order invoice history reports.	Lawson's current e-commerce site does not allow for purchasing authorization limits. Our website does allow on-line ordering by individual member agencies, does include product lookup with OMNIA Partners pricing, and allows the individual member agencies the ability to download order invoice history reports.	Accepeted

TAB 2 – Products & Services Pricing and market basket (Appendix E)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

a. Complete Appendix E – Price Sheet for Products/Services/Market Basket/Core List

Lawson Products' Response:
Please see Price Sheet for Products/Services/Market Basket/Core List.

b. Provide details of and propose, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Lawson Products' Response:
Lawson Products, Inc. ("Lawson") will offer specific discount percentages per category off of Lawson's distributor list price. If a sale item falls below contracted price, the OMNIA Partners' participants will receive the better price for the item. Lawson does not have minimum order restrictions but will offer discounts for bulk purchases, evaluated on a case-by-case basis.

Every April 1st of each contract year, Lawson will pay a 5% rebate to any single entity that purchased a minimum of $30,000 with Lawson the previous 12 months. For example, an account that purchased $100,000 with Lawson between April 1st 2020 – March 31st 2021 will receive 5% or $5,000 paid out in April 2021. This will apply to both current and new customers.

Lawson's sales teams can provide your members with high quality steel storage bins and cabinets after analyzing the customer's needs and determining any potential costs associated with the final analysis. In addition, Lawson has a Ready Allowance Program where customers can receive credit in exchange for obsolete or damaged product which can be applied toward future purchases.

c. Contractor(s) shall offer Region 4 ESC and participating agencies any published price reduction during the Contract term.

Lawson Products' Response:
Lawson will offer Region 4 ESC and its participants published price reductions during the term of the contract.

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

Lawson Products' Response:
Lawson agrees to submit pricing as not to exceed pricing. Lawson will maintain the discounts structure off Lawson's distributor catalog list price throughout the term of this agreement.

e. Electronic price lists must contain manufacturer part #, Offeror part # *(if different from manufacturer part #)*; description; manufacturers list price and net price to Region 4 ESC and participating members (including freight).

Lawson Products' Response:
Lawson, as a distributor of MRO products, uses its own part numbers which are different from the manufacturer part numbers; therefore, Lawson will include the manufacturers' part numbers in addition to its own part numbers. Lawson will also provide a discount off Lawson's distributor list price and net pricing information to Region 4 ESC.

f. Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Jump Drives).

Lawson Products' Response:
Lawson has submitted our full catalog price list on Flash Drives included in a labeled, brown envelope.

g. Please submit price lists and/or catalogs in excel or delimited format only minimizing file size.

Lawson Products' Response:
Lawson has submitted our full catalog price list on Flash Drives in an Excel format, included in a labeled, brown envelope.

Exhibit A - 3.1 Company (Page 35 – OMNIA)

A. Brief history and description of Supplier.

Lawson Products' Response:

Please reference Lawson Product's Responses in Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Lawson Products has also replicated the entire OMNIA Partners Response for a National Cooperative Contract below:

Sidney L. Port founded Lawson in 1952 with a simple goal—to provide for his family. He accomplished that and much more.

After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. During his time there he recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. That experience convinced him that no one else was effectively supplying businesses with small, consumable parts necessary to keeping their operations running.

At the age of 40, with a $25,000 loan, Mr. Port opened Lawson. For those who knew Mr. Port they'd say, "his word was his bond," and customers and suppliers quickly recognized his integrity. That, combined with Mr. Port's knack for finding the right people, helped continue the Company's growth.

Lawson went public in 1970 (currently traded on the NASDAQ – LAWS), but Mr. Port retained a very active role until his death in 2007. When asked about founding his Company, Mr. Port often replied that he simply wanted to create an organization that offered employees a way to make a good living and support their families. As an entrepreneur himself, Mr. Port encouraged that spirit by offering employee benefits such as profit sharing, which was unusual at the time.

Mr. Port named Lawson after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired. As the Company's success grew, so did Mr. Port's generosity and philanthropic efforts in the arts, medical research and education.

Today, Lawson in North America…

- is a wholly owned subsidiary of Lawson, Inc. with other divisions of Kent Automotive, a Delaware Corporation ("Lawson Delaware") and Bolt Supply (Canada only);
- is a publicly held company traded on the NASDAQ as LAWS;
- carries over 240,000 consumable MRO products like fasteners, electrical supplies, fluid power fittings and hoses, cutting tools, safety supplies, maintenance chemicals and more;
- serves over 300,000 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 and others;
- maintains a 98%-99% fill rate and ships 99% of all products complete within 24 hours from six strategically located distribution centers in North America and 13 branch locations in Canada via its subsidiary Bolt Supply;
- has over 1,800 employees, 1,000 of which are local field sales representatives that monitor, put away, and manage inventory levels at the site-level for state and local government entities;

Under the leadership of President & CEO Michael G. DeCata, Lawson continues to value the entrepreneurial spirit, **results-driven** attitude and **integrity** of its employees and customers alike. At the same time, the Company continues to evolve, recognizing that now more than ever, success depends on **teamwork** and being **progressive** in response to meeting customers' needs.

Lawson delivers a full range of consumable MRO products coupled with on-site inventory management services that help fleet and facility maintenance personnel keep their operations up and running without interruption. Our goal is to be sure the right products are on hand at the moment they're needed so vehicles and facilities can operate at their full capacity and avoid downtime. Said otherwise, we strive to be sure our customers have "the right part, in the right place, at the right time."

Following the principles of 5S methodology (a workplace organization method) approximately 1,000 Lawson field sales representatives partner with maintenance and repair personnel to maximize their operational effectiveness and efficiency. Our ultimate goal is to develop a fully integrated maintenance supply and inventory management partnership with OMNIA Partners and participating state, local and education entities to provide quality products and vendor-managed inventory services for consumable maintenance and repair products across the U.S. and Canada.

Lawson has been continuously in business since its founding in 1952. Over the last three years, Lawson' sales reflect a company-wide average of 10% growth, with the Government sector comprising 12% of total 2017 revenue. Lawson's four-year annual sales include:

2015	$257,834,000.00
2016	$276,573,000.00 (increase of 7.3% vs. 2015)
2017	$305,907,000.00 (increase of 10.6% vs. 2016)
2018	$349,637,000.00 (increase of 14.3% vs. 2017)

- In 2017, the government sector garnered 10% of total company sales with this year's projection being 12% of total sales.
- Lawson has over 250 direct contracts around the world with government agencies that include: contracts at the state and/or city/county level in every U.S. state, the Federal Government, USPS and the Department of Defense.
- In the state, local government and education sectors (SLED) Lawson does business in the U.S. and Canada directly with entities and via cooperative agreements. The SLED sectors comprise 75% of our total government business.
- Some examples of government agencies and departments that use our products and services include: K-12 schools, higher education institutions, vocational and technical schools, Departments of Public Works, Parks Departments, Departments of Transportation, Transit Authorities and more.

Lawson currently has contracts with six cooperatives serving the U.S. and Canada. Our contracts with these cooperatives have grown 364% over the last 2 years. Our largest cooperative, OMNIA Partners, was awarded in 2015 (as TCPN) and in a 3 year timeframe has grown from no sales to comprising over 25,000 publically funded sites around the U.S. with annual sales projected to exceed $9M by Dec. 31, 2019. Some of Lawson's more substantial contracts include:

Contract	Approximate Annual Value	Held Since
The Federal Government through General Services Administration	$5,000,000	2001
The United States Postal Service	$1,100,000	2011
The State of California	$625,000	2016 (3rd contract)
The State of Mississippi	$155,000	2018
The State of Louisiana	$383,000	2004

Our product offerings are listed on our websites and in catalogs distributed to our customers. Sales percentages by broad product categories of our product mix in 2018 were as follows:

Fastening systems (nuts, bolts, screws, etc.)	21%
Fluid power (hoses and fittings)	15%
Chemicals (adhesives, coatings, paints, drain maintenance)	14%
Cutting tools and abrasives (drill bits, saw blades, grinding discs)	14%
Electrical (adapters, wire, connectors, battery maintenance)	11%
Aftermarket automotive accessories (repair clips, wheel weights, bulbs)	9%
Safety (personal protective equipment, apparel, signs, logout tag-out)	4%
Welding and metal repair(welding rods, helmets and accessories)	2%
Other (shop supplies and hand tools)	10%

B. Total number and location of sales persons employed by Supplier.

Lawson Products' Response:
There are 1,845 total employees at Lawson displayed below in three separate categories – Corporate employees, Distribution Center employees and field sales representatives.

Lawson Corporate Team:

Corporate Team	# of Employees
★ Corporate (Executive Mgmt)	★ 2
★ Corporate (Finance)	★ 32
★ Corporate (Human Resources)	★ 17
★ Corporate (Information Tech)	★ 46
★ Corporate (Legal)	★ 3
★ Corporate (Mktg & Cont Improve)	★ 5
★ Corporate (Prod Mgmt & Pricing)	★ 42
★ Corporate (Sales Operations)	★ 70
★ Corporate (Sales, US Lawson)	★ 5

★ Corporate (Supply Chain)	★ 27

Lawson Distribution Center:

Distribution Center Team	# of Employees
★ McCook (Supply Chain)	★ 164
★ Suwanee (Supply Chain)	★ 48
★ Reno (Supply Chain)	★ 34
★ Bolt (Supply Chain)	★ 162
★ Mississauga (Supply Chain)	★ 30
★ Surrey (Supply Chain)	★ 5

Lawson Sales representatives regionally:

Region / Province	# of Field Sales Representatives
★ Southeastern US	★ 204
★ Eastern US/Mid-America	★ 375
★ Southwestern US	★ 185
★ Western US	★ 209
★ Canada Ontario	★ 31
★ Canada Quebec	★ 31
★ Canada British Columbia	★ 22
★ Canada Alberta	★ 21
★ Canada Saskatchewan/Manitoba	★ 22
★ Canada Nova Scotia	★ 21
★ Canada New Brunswick	★ 15
★ Canada Newfoundland/Labrador	★ 12
★ Canada Prince Edward Island	★ 5

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

Lawson Products' Response:
Lawson Corporate Headquarters is located at 8770 W. Bryn Mawr, Chicago, Illinois 60631.

Lawson Distribution Centers are located:

Lawson McCook – USA

Size: **306,805** SF
8801 W. 47th St.
McCook, Illinois 60525
708-225-0100

Lawson Suwanee – USA
size: **101,800** SF
1197 Satellite Blvd. Suwanee, GA 30024

Lawson Reno – USA
size: **105,769** SF
1381 Capital Boulevard
Reno, Nevada 89502

Canada

Lawson – Canada
size: **65,100** SF
7315 Rapistan Court
Mississauga, Ontario

Lawson – Canada
size: **15,000** SF
Calgary, Alberta
Canada T1X0L3

Lawson – Canada
size: **5,900** SF
Surrey, British Columbia
Canada V1M3G5

D. Annual sales for the three previous fiscal years.

Lawson Products' Response:
Lawson has been continuously in business since its founding in 1952. Over the last three years, Lawson's sales reflect a company-wide average of 10% growth, with the Government sector comprising 12% of total 2018 revenue. Lawson's three-year annual sales include:

2016	$276,573,000.00 (increase of 7.3% vs. 2015)
2017	$305,907,000.00 (increase of 10.6% vs. 2016)
2018	$349,637,000.00 (increase of 14.3% vs. 2017)

E. Submit FEIN and Dunn & Bradstreet report.

Lawson Products' Response:
Lawson holds Dun & Bradstreet number 00-543-8890. Below is Lawson's Dunn & Bradstreet report segmented. Please see electronic file on jump drive for full report.

LAWSON PRODUCTS, INC.

Trade Names: No trade names for this company.

ACTIVE HEADQUARTERS

D-U-N-S Number:
00-543-8890
Company:
LAWSON PRODUCTS, INC.

D&B Address

Address:
8770 W BRYN MAWR AVE STE 900
CHICAGO, IL, US - 60631
Location Type:
HEADQUARTERS
Phone:
773-304-5050
Fax:
Web:
http://www.lawsonproducts.com/
Added to Portfolio:
06/12/2019
Endorsement:
debbie.kuntz@lawsonproducts.com
Last View Date:
11/19/2019

Company Summary

SCORE BAR

PAYDEX®

70
Paying 15 days past due

Commercial Credit Score Percentile

28
Moderate to High Risk of severe payment delinquency.

Financial Stress Score National Percentile

63
Moderate Risk of severe financial stress.

D&B Viability Rating

1 3

View More Details

Bankruptcy Found

N

D&B Rating

5A2
5A indicates 50 million and over, Credit appraisal of 2 is good

&B VIABILITY RATING SUMMARY

Viability Score

Viability Score :1
Low Risk:1 ; High Risk:9

Portfolio Comparison

Portfolio Comparison :3
Low Risk:1 ; High Risk:9

Data Depth Indicator

Data Depth Indicator :A
Predictive:A ; Descriptive:G

Company Profile:

A

Financial Data

Available

Trade Payments

Available (3+Trade)

Company Size

Large

Years in Business

Established

F. Describe any green or environmental initiatives or policies.

Lawson Products' Response:

Lawson believes the incorporation of sustainable business practices increases our operational effectiveness, can decrease costs and promotes a positive corporate culture.

Lawson' 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.

Lawson is cognizant and endeavors to promote environmental sustainability goals that help position our company to succeed in an increasingly resource-constrained world. Lawson is very versed in the Government Sales/Public Sector space. Lawson's sustainability standards for products are based on life cycle research and are developed in an open and transparent stakeholder process. Lawson continues to acquire and source more environmentally sound products that are GS-37 certified (Green Seal), NEMA certified, and RoHS certified. Throughout 2019, we have worked to develop a new set of goals by assessing the external influences that could potentially impact our company and in turn, our customers, over the near and long term. All required product from Lawson is labeled to meet all ECCO Standard requirements with Eco-labels, Green Stickers Design for the Environment, Energy Star, Certifications, etc. This labeling of product is overseen and audited following Lawson's ISO 9001.

The environmental footprint of our products can be favorably impacted by how we decided to make them and purchase them. So, we use green and sustainable design principles and other environmental design criteria in the development of our manufactured spec processes within our proprietary product, our distribution and our packaging right from the start.

Through a broad mix of initiatives, Lawson is increasingly focused on how to operate as a "green" company. Here are some of our recent accomplishments:

1. A pilot program that removed 12 tons of corrugate usage from one distribution center location in less than four months (this program is being evaluated for expansion into other distribution centers)
2. Over a six-month period, Lawson disposed of 2,000 boxes of old files that were shredded and recycled. That spared 150 skids worth of waste
3. A Six Sigma project identified an opportunity to reformat our invoices, more effectively using quite space and resulting in 750,000 fewer pages in printed invoices annually
4. A Six Sigma project resulted in orders shipping in fewer corrugate boxes and a reduction in the use of packing materials by more effectively using space within each box
5. Instituting recycling programs for lamps/ballasts, dry cell batteries and mercury containing devices
6. Retrofitting all distribution centers with energy-efficient lighting systems
7. Shifting our electrical sourcing program away from GHG emitting sources and towards wind and solar energy

8. Incorporating sustainability metrics into our supplier score card to ensure suppliers of products and services to Lawson operate in an environmentally responsible way

Our analysis shows that a large portion of our water use and greenhouse gas emissions are generated upstream of our own operations in various tiers of our supply chain and downstream by our suppliers and transport companies. We realize that in order to make a truly meaningful reduction in our overall environmental impact, we must engage with our suppliers to drive positive change.

We partner with our carriers to create efficient routing systems to not only meet our logistical needs but also minimize emissions and gas consumption.

United Parcel Service Transport: Lawson has partnered with UPS for inbound and outbound shipping and transportation services. UPS has an established documented Environmental Policy and is a SmartWay Partner. In an effort to maintain a leadership role in protecting the environment, UPS continually strives to improve technology and environmental performance. Link to UPS sustainability policy in which Lawson partners with: https://sustainability.ups.com/resources/policies-and-procedures/

United States Postal Service: The U.S. Postal Service joined SmartWay several years ago as a logistics partner. Additionally, the U.S. Postal Service has a long-established alternative fuel vehicle program working in tandem with SmartWay. Currently, the USPS is on track to increase alternative fuel use 10% annually.

In addition to recycling and more efficient energy usage initiatives, Lawson continues to acquire and source more environmentally sound products that are GS-37 certified (Green Seal) and RoHS certified.

GS-37 certified (Green Seal): Green Seal® is the nation's premier non-for-profit ecolabel, symbolizing transparency and integrity in identifying products that reduce toxicity to the environment.

The Green Seal Standard for Industrial and Institutional Cleaners, GS-37, establishes requirements for industrial and institutional general-purpose, restroom, glass, carpet cleaners, and biologically-active cleaning products (enzymatic and microbial products for routine cleaning). Green Seal's evaluations are conducted within scientific facilities and use internationally accepted standards. For a full list of evaluation criteria, please see https://www.greenseal.org/green-seal-standards/gs-37/.

RoHS certified: The RoHS directive aims to restrict certain dangerous substances commonly used in electronic and electronic equipment. The Reduction of Hazardous Substances (RoHS) regulations set limits for the following substances:

- Lead
- Mercury
- Cadmium
- Hexavalent Chromium
- Polybrominated Biphenyls (PBB)
- Polybrominated Diphenyl Ethers (PBDE)

For a full list of evaluation criteria, please see http://rohscertificate.com/.

Lawson also uses these benchmarks to help build our companies social and environmental responsibilities: OSHA (Occupational Safety and Health Administration), EEOC (Equal Employment Opportunity Commission), CPSC (Consumer Product Safety Commission), and the EPA (Environmental Protection Agency).

Lawson recognizes different government entities employ varying degrees and methodologies for evaluating a supplier's sustainability level. We are committed to shape our future sustainability initiatives with input from Region 4 ESC / OMNIA Partners' participants.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Lawson Products' Response:

Lawson 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 has an affirmative action policy, which is supported by Senior Leadership throughout the organization. Lawson works with minority placement agencies to source applicants from protected classes, including females, minorities, individuals with disabilities and veterans. Lawson is proactive in encouraging employee referrals, including and especially from our current workforce who fall within protected classes.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Lawson Products' Response:

Lawson 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 actively promotes the inclusion and growth of small disadvantaged business types in its supplier base. As shown in the numbers above, in order to achieve even modest growth toward Lawson's goals requires a large reallocation of supply dollars to small business vendors. Lawson's goods are often manufactured to exact engineering specifications, backed by a Lawson's liability policy. As a result, finding alternative sources of supply for core products is not always an easy task.

Following is a list of several activities or programs that we have instituted in support of these goals:

1. Program Management
   a. We have designated a team member responsible for increasing the diversity of our supplier base. This individual attends local trade fairs sponsored by the SBA and the Lake County Procurement Assistance Center to promote local small and disadvantaged businesses. The sourcing team at Lawson will continue to identify potential minority suppliers with whom we believe will help us to attain our category goals.
   b. We hold Subcontracting meetings that are hosted by the Government Sales Department. These meetings are held to identify areas for improvement and also to discuss success within each quarter.
2. Vendor Sourcing and Selection
   a. As part of our annual recertification process, we contact *each* of our existing vendors to review their full line of capabilities and better understand if Lawson might be able to increase its spend with small business. We continue to place particular emphasis on any HUBZone, Small Disadvantaged and SDVOSB businesses to increase the percentage of Lawson business with these minority groups. Upon request, we can provide our entire vendor listing (724 vendors) and the Business Classification based on our annual self-certification surveys.
   b. The entire printing and merchandising function at Lawson has been sourced to a local Chicago based Small Business as of FY2007. This includes the annual printing of Lawson's product catalog — and all collateral available for use with our sales force and customers.
3. Small and Disadvantaged Business Partners
   a. Outside of these efforts, Lawson has also established a "Diversity Marketing Program" for both Strategic and Government accounts. The aim of this program is to establish relationships with Veteran Owned and Veteran Disabled companies through teaming relationships. We have established such business relationships with select companies and continue to actively pursue others in order to have a footprint of relationships with small business partners that are nationwide.

I. Describe how supplier differentiates itself from its competitors.

Lawson Products' Response:

Lawson goes to market very differently from its competitors – we offer value added services that differentiates us from typical Retail vendors through our service intensive value proposition, vendor managed inventory solutions, broad product knowledge for best use applications, product education and investment back into the company to empower customers and field sales representatives people alike.

- <u>Through Service intensive/"high touch" value proposition to our customers</u>

Our credo is to be our customer's first choice for Maintenance, Repair and Operational solutions that improves their operating performance. Lawson's Mission is to work closely with our customers to maintain and enhance their operations through products, services and innovative solutions. Lawson's Values is to act with integrity in every aspect of our business, are open to change, focused on the future and continuously learning and improving, focused on delivering value and results, and finally are team orientated as in we share ideas, talents and solutions to achieve maximum results.

- Through Vendor Managed Inventory/"keep fill" to our customers

Lawson's goal of onsite distribution and supply stocking services is to provide a mutually beneficial relationship where both sides will be able to more smoothly and accurately control the availability and flow of goods for all participating locations. In onsite distribution and supply stocking services, Lawson assumes the role of inventory planning for the customer. Extensive information sharing between Lawson and the customer is required so that the Lawson can maintain a high degree of visibility of goods/requirements at each location. Instead of the customer reordering when its supply has been exhausted, Lawson is responsible for replenishing and stocking the customer at appropriate agreed upon levels. Lawson has mastered onsite distribution and supply stocking services and Lawson takes the lead against many other organizations and how they benchmark themselves.

Our field sales representatives are the most experienced and tenured in the industry and are skilled at identifying maintenance challenges and recommending product solutions to address them. They are backed by our team of technical and engineering professionals. A Lawson field sales representative will call on OMNIA Partners' participants on a participant-initiated schedule to take inventory, create a replenishment order for approval, and re-stock inventory once it arrives at the participant's location. In effect, each location will have an additional, unpaid parts expert to care for their consumable MRO inventory. Each Lawson field sales representative's ultimate goal is to be seen as a valued and integrated member of each participant's team.

- Through deep product knowledge for our customers

The primary goal of our vendor managed inventory business model is for our customers to have, "the right part, in the right place, at the right time." To ensure they have "the right part" Lawson offers product application and safety training to all customers, including OMNIA Partners' participants. Training is offered by one of two individuals or teams: 1) our industry-seasoned Lawson sales representatives or 2) our Technical and Engineering personnel. Training can be offered on-site in an interactive, hands-on format or virtual education depending on each customer's unique needs.

Our comprehensive level of technical knowledge and engineering depth is a key strength, and a definite advantage to OMNIA Partners' participants. We bring a personal, hands-on approach, while helping the end user customer anticipate business needs and prevent costly downtime. Engineering is the back bone of everything we do at Lawson from product development to application analysis.

- Through broad geographic sales and service coverage throughout North America

Lawson's Distribution Centers are full stocking. The Distribution Centers can guarantee next day delivery in an emergency utilizing air freight services. Lawson Customer Pick-Up service in an emergency to pick up the necessary parts is available at our Distribution Centers. Lawson ships 99% of all lines complete within 24 hours from 6 Distribution Centers strategically located throughout North America. Lawson ships via all ordering methods **FOB Destination** for standard shipping methods. The following illustration demonstrates the geography serviced by each D.C.

- <u>Through investment in people, facilities and technologies</u>

Lawson believes in providing the right part at the right time to our customers. Educational training whether through our first line of customer interaction – the field sales representative, or the last line of customer interaction – customer service, is critical to conducting mutually beneficial business partnerships to meet the needs of our valued customers. Understanding Region 4 ESC and OMNIA Partners' participants, needs and expectations are paramount to a successful business relationship and are exacted through consistent and positively reinforced training. Training is re-evaluated on a consistent basis and assessed through metrics and customer satisfaction surveys. This data mining at the customer level helps Lawson design and implement concise training vehicles to promote total customer satisfaction.

- <u>Through lowest total cost for our customers</u>

A company's ability to reduce transaction cost and control spend have become increasingly important in today's economy. Lawson can assist OMNIA Partners' participants with their spend management initiatives by using one of our E-Business Solutions. We have several advantages such as:

- A dedicated E-Procurement website which offers one of the fastest integrations in the industry
- A standards-based E-Procurement Solutions for hassle free integration
- E-Invoicing capabilities
- Ariba-Ready certification for Catalog and "punch-out" options
- Customized catalog
- Customer-specific pricing
- A knowledgeable team of seasoned professionals for supporting implementations

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

Lawson Products' Response:

On August 11, 2008, Lawson entered into a Deferred Prosecution Agreement ("DPA") with the United States Attorney General for the Northern District of Illinois. Lawson filed a copy of the Deferred Prosecution Agreement with the Securities and Exchange Commission upholding and fully complying with its obligations set forth under the Agreement. On August 19, 2011 the United States District Court

for the Northern District of Illinois issued an order dismissing the information against Lawson with prejudice in Case No. 08-CR-633.

K. Felony Conviction Notice: Indicate if the supplier

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

Lawson Products' Response:

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

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

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

L. Describe any debarment or suspension actions taken against supplier

Lawson Products' Response:

Lawson is not presently and has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Lawson Products' Response:

Lawson's product offerings are listed on our websites and in catalogs distributed to our customers. Sales percentages by broad product categories of our product mix in 2018 were as follows:

Fastening systems (nuts, bolts, screws, etc.)	21%
Fluid power (hoses and fittings)	15%
Chemicals (adhesives, coatings, paints, drain maintenance)	14%
Cutting tools and abrasives (drill bits, saw blades, grinding discs)	14%
Electrical (adapters, wire, connectors, battery maintenance)	11%
Aftermarket automotive accessories (repair clips, wheel weights, bulbs)	9%
Safety (personal protective equipment, apparel, signs, logout tag-out)	4%
Welding and metal repair(welding rods, helmets and accessories)	2%
Other (shop supplies and hand tools)	10%

Lawson's strength within the Maintenance, Repair & Operations (MRO) industry is two-fold:

1) Product Specialization: Our expertise in offering consumable MRO parts able to meet different performance specifications: from commodity-grade quality, to national brands, to private-label maintenance-engineered quality
2) VMI Service Capabilities: Our vendor-managed inventory services are delivered by approximately 1,000 field sales representatives around the U.S. and Canada and approximately 50 within the State, giving Lawson the ability to serve virtually every community with a hands-on approach regardless of size or geographical location

For each major product category listed below, we have identified the approximate number of SKUs in the category and a sampling of significant manufacturer/supplier partners as an idea of what is available to all OMNIA Partners' participants should Lawson be selected as OMNIA's cooperative partner.

Fasteners: nuts, bolts, screws, etc.

Lawson offers 25,365 products within this category and includes the following manufacturers/suppliers:

- Alcoa
- Brighton
- Car-Pak
- Lindstrom
- Fontana
- Titan
- Precision
- Alleghany

Pneumatics: tools and system components.

Lawson offers 18,645 products within this category and includes the following manufacturers/suppliers:

- Parker-Hannifan
- Legris
- Coxreels
- Dixon
- Eaton-Weatherhead
- Milton
- Brennan
- Gates

Hand Tools: hand and power tools.

Lawson offers 4,063 products within this category and includes the following manufacturers/suppliers:

- Chicago Brand
- Klein Tools
- Black & Decker
- Dewalt
- SK
- Greenlee
- Makita
- Milwaukee Electric
- Bosch
- Ingersol Rand

Cutting Tools: drill bits, abrasives, and blades.

Lawson offers 7,209 products within this category and includes the following manufacturers/suppliers:

- Black & Decker
- Snap-On
- Greenfield
- Viking
- Precision
- 3M
- Republic
- Lavalee

Electric: lamps, flashlights, ballasts, and batteries.

Lawson offers 6,154 products within this category and includes the following manufacturers/suppliers:

- Greenlee
- Hubbell
- Klein
- Revere
- East Penn
- Thomas & Betts
- Molex
- Littlefuse
- Breeze
- Pelican

Shop Supplies: equipment and janitorial-type products.

Lawson offers 835 products within this category and includes the following manufacturer/suppliers:

- Kimberly-Clark
- 3M
- Weiler Brush
- Airgas
- Pelican
- Shop Vac

Welding: welding equipment and supplies.

Lawson offers 1,156 products within this category and includes the following manufacturers/suppliers:

- Steiner
- Atlas
- Washington Alloy
- Eutectic
- Victor
- ArcSmith
- Weld Wire
- American

Material Handling: ladders, cabinets, carts, and storage.

Lawson offers 3,198 products within this category and includes the following manufacturers/suppliers:

- Columbus McKinnon
- Louisville Ladder
- Apex Tool
- Lift All
- Chicago Hardware
- Timken
- E R Wagner
- OK Rig

Safety Supplies: personal protective equipment, signage, and instruments.

Lawson offers 3,823 products within this category and includes the following manufacturers/suppliers:

- 3M
- Justrite
- Ergodyne
- Benchmark
- Anderson
- Airgas
- Brady
- Eagle
- R3 Safety
- Global

Automotive Supplemental Supplies: Fasteners, clips, and cleaning supplies.

Lawson offers 6,049 products within this category and includes the following manufacturers/suppliers:

- Car-Pak
- US Tool
- Dorman
- Great Lakes
- Grote
- Bosch
- Busch
- Perfect

Chemicals: lubricants, seals, paints, and adhesives.

Lawson offers 1,768 products within this category and includes the following manufacturers/suppliers:

- Krylon
- Metalcote
- Sherwin
- Milwaukee Sprayer
- US Chemical
- Loctite
- Cox
- Rubbermaid
- Nyco
- Sealmaster

In addition to our extensive in-stock product offering, we offer special product sourcing personnel to support any product needs outside of our stocked offering for OMNIA Partners' participants at no additional cost and if the need arises. Lawson believes in sourcing products using a simple philosophy – "like or better." Our special products sourcing specialists work hand in hand with customers, procurement personnel and our own sales representatives to understand all necessary specifications and performance requirements, then submit our recommendations for solutions that meet their needs.

In Lawson's opinion, vendor-managed inventory service is inextricable from consumable MRO products. "Like mom and apple pie," they go together for many reasons and ought to be provided if a supplier is to offer a truly valuable customer solution. This is because consumable MRO products are inherently:

- low cost per piece which leads them to be overlooked in terms of spend and budget;
- numerous within a customer's shop or parts room which makes inventory levels easy to lose track of;

- easily confused with one another due to the broad range of sizes, material types, and specification levels which leads to confusion on the part of maintenance professionals seeking the right part for the job they're performing

The confluence of the three challenges above typically result in:

- neglected inventory levels
- products out-of-stock or overstocked based on typical usage patterns
- already-stretched-thin maintenance staff spending hours tracking and maintaining their own inventory
- rogue spending, overspending and lost productivity when maintenance professionals have to run out to buy parts on the fly

Lawson's approximately 1,000 field sales representatives not only take orders for product from the maintenance professionals they serve but also provide inventory management services for them. This valuable service is offered free of charge to all Lawson customers and:

- establishes min/max inventory levels for each item in a shop avoiding outages and overstocked products
- decreases the variety of different products a shop has on hand, identifying opportunities where buying one kind of product can replace buying many varieties of a product
- frees up maintenance staff to repair the equipment and maintain the facilities they're required to maintain instead of managing parts inventory level
- gives maintenance staff and procurement professionals visibility into what they're spending on consumable MRO products using data and reports provided to them by their Lawson field sales representative

To achieve these benefits, Lawson field sales representatives employ a process-oriented and data-driven approach to managing their customers' inventory.

This combination of products and service results in more efficient and cost-effective operations for our customers. Lawson's proven track record of longevity provides validation that customers value our core purpose and business philosophy to provide "the right parts, in the right place, at the right time."

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

Lawson Products' Response:

Lawson has six state-of-the-art distribution centers across the U.S. and Canada. Lawson ships 99% of all lines complete within 24 hours from these six distribution centers and also offers will-call services at each center. Lawson ships FOB Destination for standard shipping methods. Lawson can guarantee next day delivery in an emergency utilizing air freight services, for an additional cost to the customer, if necessary. Lawson Distribution Centers are full stocking. Lawson Customer Pick-Up service in an

emergency to pick up the necessary parts is available at our Distribution Centers through our will-call window.

Our McCook facility location is over 306,805 square feet housing more than $25,600,000.00 in annual stock and is the center point of all our other distribution centers in the US market. The McCook, IL location helps feed the product into all our other 2 centers around the USA which allows Lawson the ability to always ensure there is a ready available of stock on hand at all times. With our "Just In Time" inventory solutions, OMNIA Partners' participants will virtually eliminate immediate inventory needs.

USA

Lawson McCook – USA / Size: 306,805 SF
8801 W. 47th St., McCook, Illinois 60525

Lawson Suwanee – USA / Size: 101,800 SF
1197 Satellite Blvd., Suwanee, GA 30024

Lawson Reno – USA / Size: 105,769 SF
1381 Capital Boulevard, Reno, Nevada 89502

Canada

Lawson – Canada / Size: 65,100 SF
7315 Rapistan Court, Mississauga, Ontario

Lawson – Canada / Size: 15,000 SF
Calgary, Alberta, Canada T1X0L3

Lawson – Canada / Size: 5,900 SF
Surrey, British Columbia, Canada V1M3G5

Lawson has been in business since 1952. Our ability to service our customers with just in time VMI inventory set us apart for our competitors. OMNIA Partners' participants will have access to our full distribution centers, their staff, our dedicated customer service staff, field sales representatives that have unparalleled MRO experience (most with over 25+ years in this industry), a fully supported engineering staff and training staff at the ready to service OMNIA Partners' participants, and a full Specials Team that has the ability to source product needed that may fall outside of this proposal. A dedicated sales staff, distribution staff, management staff and support staff will be in place to service OMNIA Partners' participants.

In additional to Lawson's long-standing presence in the Canadian market, we have acquired three MRO hardware distributors in Canada over the past two years, further enhancing our ability to serve OMNIA Partners' participants in Canada. Our extensive list of distribution centers and branch locations in Canada are as follows:

Mississauga, Ontario	Distribution Center	78,000 SF
Calgary, Alberta	Distribution Center	43,700 SF
Calgary, Alberta (Foothills)	Branch	11,200 SF

Calgary, Alberta (South)	Branch	10,300 SF
Calgary, Alberta (North)	Branch	6,900 SF
Edmonton, Alberta (North)	Branch	6,000 SF
Edmonton, Alberta (South)	Branch	5,600 SF
Fort McMurray, Alberta	Branch	7,500 SF
Lethbridge, Alberta	Branch	3,400 SF
Medicine Hat, Alberta	Branch	4,900 SF
Prince Albert, Saskatchewan	Branch	4,300 SF
Red Deer, Alberta	Branch	4,100 SF
Regina, Saskatchewan	Branch	4,800 SF
Saskatoon, Saskatchewan	Branch	10,800 SF
Winnipeg, Manitoba	Branch	5,800 SF

The Lawson field sales representative is an on-site product and inventory management expert for OMNIA Partners' participants. Our representatives are the most experienced and tenured in the industry and are skilled at identifying maintenance challenges and recommending product solutions to address them. They are backed by our team of technical and engineering professionals. A Lawson field sales representative will call on OMNIA Partners' participants on an participant-initiated schedule to take inventory, create a replenishment order for approval, and re-stock inventory once it arrives at the participant's location. In effect, each location will have an additional, unpaid parts expert to care for their consumable MRO inventory. Each Lawson field sales representative's ultimate goal is to be seen as a valued and integrated member of each participant's team.

Being on site with end users allows Lawson's field sales representatives the opportunity to get to know their customers' operations firsthand. This includes understanding each customer's MRO product usage patterns so they can manage their inventory levels more closely, minimizing the overstocking and understocking challenges commonly associated with self-managed inventory. Extensive information sharing between Lawson and OMNIA Partners' participants is required so that the Lawson can maintain a high degree of visibility of goods/requirements at each location. At the same time, the Lawson field sales representative will review the condition and status of all bin equipment and a site-specific plan will be developed between Lawson and participant customer shop individually. Lawson's Field Sales Representative Service Model and our Vendor Managed Inventory system integrates the OMNIA Partners' participants' buying algorithms (based on consumption and acceptable min/max inventory levels) into customized and organized inventory. Inventory consolidation and standardization results in significant cost savings and can potentially minimize any capital investment in inventory while providing "package friendly" quantities that assure maximum productivity to the customer locations.

Our field sales representatives take inventory of existing items, recommend items and quantities for re-order, and returning to put the inventory away in its proper place. It's important to note that in Lawson's vendor managed inventory model orders are never placed without the buyer's prior knowledge and approval.

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

Lawson Products' Response:

Lawson has strict compliance with regard to ensuring OMNIA Partners' participants obtain accurate, contractual pricing from the time an account is established with Lawson.

New account creation protocol requires our Lawson field sales representatives work through our Government Operations Team to ensure proper and comprehensive set-up of all OMNIA Partners' requiring new Lawson accounts at the granular account level.

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

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

The report is then re-run on the second day of the week for those now corrected accounts to confirm completeness and correctness.

Monthly reports to OMNIA Partners are identified and timed in advance and are managed through our contract management system to ensure timeliness of reporting and remittance of the administrative fee.

Lawson has the ability to create any kind of report for OMNIA Partners' participants on an ad hoc, monthly, quarterly or annual basis. Reporting can include the following:

- Cost savings reports
- Product usage reports
- Comparison reports over time (e.g. year-over-year, month-over-month)
- Fill rate reports
- Monthly contract sales reporting

On a frequency determined by OMNIA Partners, Lawson will report the results of all Region 4 ESC / OMNIA Partners Cooperative contract sales using the template provided by OMNIA Partners, drilling down to the required level of detail specified by OMNIA Partners in order to assess funding fees due to the cooperative. Fields typical of contract reporting include the participant name, address, participating

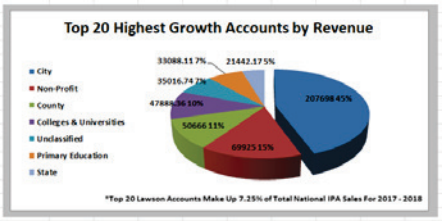
agency membership number, date of transaction, contract sales for that participant, the percentage of funding fee and the total dollar of the funding fee. The aggregated total is then remitted by Lawson via check or electronic transfer as required by OMNIA Partners and all completed within the allowable timeframe as dictated by the contracting officer.

Lawson also welcomes the opportunity to host business reviews with Region 4 ESC / OMNIA Partners at regular intervals to provide more in-depth quantitative and qualitative analysis of our performance. See the examples that follow illustrating the type of information that could be shared at a business review.

(See the following sample reports.)

Top 20 Highest Growth Accounts (by revenue dollars)

TOTAL SALES JUL 2016 - JUN 2017	TOTAL SALES JUL 2017 - JUN 2018	YOY CHANGE ($)	ACCOUNT NAME	CITY	STATE	SEGMENT
$ 1,562	$ 49,451	$ 47,888	JEFFERSON STATE COMMUNITY COLLEGE	BIRMINGHAM	AL	Colleges & Universities
$ 72	$ 42,003	$ 41,931	CITY OF VISALIA FINANCE DEPT	VISALIA	CA	City Government
$ 3,169	$ 45,049	$ 41,880	VILLAGE OF RUIDOSO	RUIDOSO	NM	Non-Profit Organization
$ 1,532	$ 36,548	$ 35,017	CITY OF AUSTIN/AUSTIN ENERGY	AUSTIN	TX	Unclassified
$ -	$ 33,088	$ 33,088	IRVINE SCHOOL DISTRICT	IRVINE	CA	Primary Education
$ 4,227	$ 33,342	$ 29,114	NSB PUBLIC WORKS	BARROW	AK	City Government
$ 2,444	$ 26,958	$ 24,514	PRINCE GEORGES COUNTY FLEET	CAPITOL HEIGHTS	MD	County Government
$ -	$ 22,235	$ 22,235	TRUCKEE PUBLIC WORKS FLEET GARAGE	TRUCKEE	CA	City Government
$ -	$ 21,442	$ 21,442	NEVADA STATE D O T	LAS VEGAS	NV	State Government
$ 2,808	$ 23,941	$ 21,132	TUALATIN VALLEY WATER DISTRICT	BEAVERTON	OR	City Government
$ -	$ 18,602	$ 18,602	CITY OF BEND GARAGE	BEND	OR	City Government
$ 1,928	$ 18,412	$ 16,484	CITY OF JC DPW	JERSEY CITY	NJ	City Government
$ 4,703	$ 20,218	$ 15,515	LOS ANGELES DEPT OF WATER/POWER-A/P	LOS ANGELES	CA	Non-Profit Organization
$ -	$ 15,475	$ 15,475	CITY OF SYRACUSE DPW	SYRACUSE	NY	City Government
$ 24,534	$ 39,244	$ 14,710	CITY OF NORTH PORT	NORTH PORT	FL	City Government
$ 21,800	$ 36,311	$ 14,511	CITY OF TACOMA	TACOMA	WA	City Government
$ -	$ 13,504	$ 13,504	TOWN OF SILVER CITY	SILVER CITY	NM	City Government
$ 21,305	$ 34,529	$ 13,224	DOT & PF/HIGHWAY M & O	ANCHORAGE	AK	County Government
$ -	$ 12,928	$ 12,928	COUNTY OF HUDSON	JERSEY CITY	NJ	County Government
$ 5,435	$ 17,965	$ 12,530	CCTA -GREEN MOUNTAIN TRANSIT AGENCY	BERLIN	VT	Non-Profit Organization

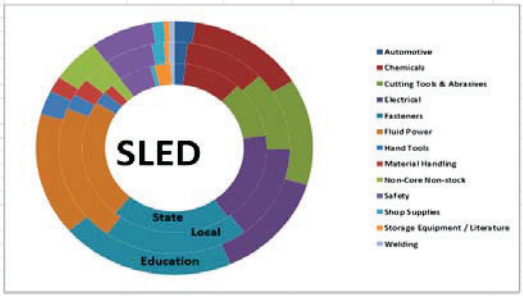


Total Sales By Product Category
2 Year Analysis

	Primary Education		State Government		City Government		County Government		Colleges/Univer		Non-Profit Orgs		Public Health	
	7/2016-6/2017	7/2017-6/2018	7/2016-6/2017	7/2017-6/2018	7/2016-6/2017	7/2017-6/2018	7/2016-6/2017	7/2017-6/2018	7/2016-6/2017	7/2017-6/2018	7/2016-6/2017	7/2017-6/2018	7/2016-6/2017	7/2017-6/2018
Automotive	$ 28,194	$ 32,041	$ 9,948	$ 9,668	$ 23,112	$ 40,896	$ 11,421	$ 20,794	$ 2,050	$ 7,344	$ 12,735	$ 19,805	$ 273	$ 554
Chemicals	$ 132,378	$ 173,057	$ 46,330	$ 50,362	$ 174,173	$ 248,212	$ 91,202	$ 133,492	$ 31,618	$ 43,398	$ 97,192	$ 111,443	$ 9,812	$ 7,270
Cutting Tools & Abrasives	$ 117,230	$ 162,216	$ 28,499	$ 53,692	$ 209,059	$ 285,038	$ 82,128	$ 122,551	$ 33,385	$ 55,106	$ 54,693	$ 79,438	$ 4,594	$ 6,713
Electrical	$ 140,066	$ 173,942	$ 85,710	$ 87,980	$ 228,879	$ 350,132	$ 89,469	$ 140,880	$ 25,826	$ 44,995	$ 57,998	$ 69,462	$ 2,156	$ 4,801
Fasteners	$ 183,923	$ 231,715	$ 85,563	$ 104,450	$ 352,678	$ 495,794	$ 144,506	$ 189,568	$ 58,867	$ 95,102	$ 47,041	$ 78,235	$ 4,689	$ 9,137
Fluid Power	$ 162,119	$ 207,041	$ 84,737	$ 115,057	$ 355,397	$ 554,676	$ 119,928	$ 161,632	$ 31,733	$ 43,246	$ 59,534	$ 108,312	$ 3,494	$ 5,796
Hand Tools	$ 16,470	$ 38,035	$ 6,271	$ 11,898	$ 43,714	$ 60,477	$ 17,025	$ 20,047	$ 5,306	$ 11,755	$ 9,275	$ 10,847	$ 488	$ 729
Material Handling	$ 15,243	$ 19,418	$ 15,372	$ 9,187	$ 67,935	$ 61,852	$ 28,204	$ 28,629	$ 1,356	$ 12,124	$ 9,348	$ 11,230	$ 182	$ 884
Non-Core Non-stock	$ 34,393	$ 39,455	$ 5,340	$ 9,392	$ 57,130	$ 96,684	$ 30,289	$ 38,239	$ 6,679	$ 51,361	$ 17,509	$ 26,716	$ 565	$ 637
NOT ASSIGNED	$ (1,208)	$ 99	$ 29	$ (50)	$ (633)	$ 211	$ -	$ (36)	$ (50)	$ -	$ 342	$ 25	$ -	$ -
Safety	$ 67,140	$ 94,524	$ 12,207	$ 28,553	$ 120,330	$ 163,389	$ 55,723	$ 62,888	$ 21,889	$ 23,693	$ 63,011	$ 63,518	$ 1,766	$ 2,229
Shop Supplies	$ 18,816	$ 18,280	$ 3,093	$ 4,040	$ 18,689	$ 27,334	$ 23,768	$ 31,677	$ 3,242	$ 3,544	$ 14,880	$ 19,307	$ 508	$ 382
Storage Equipment / Literature	$ 4,581	$ 6,949	$ 8,519	$ 13,991	$ 10,436	$ 15,310	$ 2,462	$ 4,871	$ 1,487	$ 2,659	$ 4,440	$ 7,546	$ -	$ 221
Welding	$ 4,318	$ 4,841	$ 10,929	$ 3,306	$ 15,563	$ 19,188	$ 4,067	$ 10,463	$ 4,792	$ 5,640	$ 4,855	$ 6,088	$ -	$ 367

Product Mix - SLED

	State	Local	Educaton	Total SLED
	7/2016-6/2017	7/2016-6/2017	7/2016-6/2017	7/2016-6/2017
Automotive	$ 9,668	$ 61,690	$ 39,385	$ 110,743
Chemicals	$ 50,362	$ 383,705	$ 220,456	$ 654,522
Cutting Tools & Abrasives	$ 53,692	$ 407,589	$ 217,322	$ 678,604
Electrical	$ 87,980	$ 491,012	$ 218,937	$ 797,929
Fasteners	$ 104,450	$ 685,362	$ 326,817	$ 1,116,630
Fluid Power	$ 115,057	$ 716,308	$ 250,287	$ 1,081,652
Hand Tools	$ 11,898	$ 80,524	$ 49,790	$ 142,212
Material Handling	$ 9,187	$ 90,482	$ 31,542	$ 131,210
Non-Core Non-stock	$ 9,341	$ 135,100	$ 90,915	$ 235,356
Safety	$ 28,553	$ 226,277	$ 118,227	$ 373,058
Shop Supplies	$ 4,040	$ 59,031	$ 21,825	$ 84,896
Storage Equipment / Literature	$ 13,991	$ 20,382	$ 9,608	$ 43,981
Welding	$ 3,306	$ 29,652	$ 10,481	$ 43,438



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

Lawson Products' Response:
Lawson has partnered with UPS, FedEx, USPS and R&L Carriers as their primary carriers for shipping Lawson's products to the end user. These companies comprise 95% of Lawson's shipping methods for the end user. The remaining 5% are specialized shipping companies to transport products either to extreme rural areas or overseas which require specialized logistics.

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

Lawson Products' Response:
Lawson has six state-of-the-art distribution centers across the U.S. and Canada help support the entire USA including Alaska, Hawaii and Puerto Rico. Lawson ships 99% of all lines complete within 24 hours from these six distribution centers and also offers will-call services at each center which is open from 6 a.m. through midnight.

Our McCook facility location is over 306,805 square feet housing more than $25,600,000.00 in annual stock and is the center point of all our other distribution centers in the US market. The McCook, IL location helps feed the product into all our other 2 centers around the USA which allows Lawson the ability to always ensure there is a ready available of stock on hand at all times. With our "Just In Time" inventory solutions, OMNIA Partners' participants will virtually eliminate immediate inventory needs.

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Lawson – Canada / Size: 15,000 SF
Calgary, Alberta, Canada T1X0L3

Lawson – Canada / Size: 5,900 SF
Surrey, British Columbia, Canada V1M3G5

3.3 Marketing and Sales

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

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

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

Lawson Products' Response:

The first 90 days after award are critical in creating alignment, engagement, and excitement amongst our corporate support departments (e.g. marketing, customer service, sales operations, contracting, legal, etc.) and 1,000 field sales representatives and sales leaders.

Lawson's team of Government Sales Managers, public sector contracting specialists, sales leaders, and executive leaders will be the primary individuals responsible for setting the go-to-market strategy and ensuring its consistent and continuous execution.

Below is an example of a 90-day plan describing the strategy to immediately implement with Lawson's sales organization and corporate support teams the Master Agreement as Lawson's primary go-to-market strategy for public sector agencies. This plan is designed to be flexible and informed by OMNIA Partners and Region 4 ESC.

Days 1-10:

- Work with OMNIA Partners' development team and sales managers to collaborate on implementation strategy for the contract overall and separately by SLED segments, including communication plan and training best practices
- Announcement of award and describing key implementation tactics to follow from executive leadership, including CEO, Mike DeCata and SVP of Sales, Matt Brown, using inter-company communications platforms and media:
    - Stand-alone email announcement
    - "Sales News" newsletter announcement
    - Message on homepage of Lawson Central, Lawson's intranet
    - Messages in newsfeeds of Microsoft Teams, Lawson's internal sales "social networking" platform
- Webinars and lunch-and-learns to deliver targeted information specific to each department regarding their role in supporting the Region 4 ESC contract and OMNIA Partners' participants. Departments receiving targeted information include:
    - Sales
    - Sales Operations
    - Customer Service
    - Contracting
    - Legal
    - Accounting

    - Marketing (communications and digital)
    - PR
    - Sourcing
    - Pricing Operations
- Update the Region 4 ESC / OMNIA Partners page on Lawson's intranet with new contract documentation and revised marketing materials
- Assign regional sales managers, district sales managers and field sales representatives to mandatory digital curriculum in Lawson University, Lawson's interactive training and education platform. State and local sales education curriculum includes:
    - Selling the lead agency and cooperative procurement model
    - Compliance to contract terms and conditions
    - Understanding the public procurement process
    - Positioning Lawson in public sector accounts

Days 11-45:

- Load latest OMNIA Partners' participant list into customer management system for assignment to individual regional sales managers, district sales managers and field sales representatives
- Send district managers and field sales representatives supporting marketing tools, including flyers and brochures that specifically promote the Region 4 ESC contract with Lawson
- Based on strategy, establish OMNIA Partners-hosted training opportunities for Lawson's regional sales managers and district sales managers
- Deploy government sales account managers to each district to assist district managers and field sales representatives with opening new accounts and transitioning existing eligible public sector accounts to the Region 4 ESC contract
- Check in regularly with all Lawson departments impacted by the new contract (e.g. customer service, accounting, etc.) for feedback on progress and challenges

Days 46-90:

- Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, and reinforce previously delivered digital education topics on how to sell cooperative agreements (with OMNIA Partners' participation depending on schedule/availability)
- Monitor and measure conversion of new accounts to the Region 4 ESC agreement
- Follow-up with district managers and field sales representatives for feedback on their experiences and progress proliferating the new contract
- Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all Region 4 ESC contract users and OMNIA Partners' participants
- Follow-up with OMNIA Partners' development and sales teams to gauge success and determine next steps

Key members of Lawson's public sector sales and operations team will lead the team responsible for the successful execution of the plan above. They are:

Christina Nielsen
Director, Government Sales and Operations
Christina has spent 13 years in the industrial manufacturing and distribution industry, 10 years of which were spent leading the development and execution of customer engagement and demand generation programs. Under Christina's leadership of public sector sales at Lawson, sales to public sector customers have grown an average of 15% year-over-year. Sales attributed specifically to OMNIA Partners cooperative agreement resulted in 12% growth in 2018 vs. 2017. Christina will be responsible for both the 90-day go-to-market strategy outlined here in Appendix D, Exhibit A, Section 3.3, Letter A and the 90-day implementation and marketing program outlined in Appendix D, Exhibit A, Section 3.3, Letter B.

Lisa Castanon
Manager, Contracts and Compliance
Lisa brings 28 years of experience in the MRO industry with the last 11 years of her career focused exclusively on the public sector. Lisa and her team manage the bid response process, ensure contract compliance, and manage implementation programs for awarded contracts, including Lawson's existing Region 4 ESC MRO contract. In 2016, she received her Six Sigma Black Belt Certification which reflects in the way she manages projects and solves problems. The combination of this experience and credentials highly qualifies Lisa to be the project leader for the 90-day plan outlined here.

Bernice "BJ" Najfus
Business Information Manager
BJ has spent 5 years in the MRO space, all of which have been with Lawson as a business information analyst. BJ's 20+ year career before Lawson included roles in finance, accounting, and business analytics. She holds an undergraduate degree in Finance and a Master degree in Information Systems. BJ will assist Lisa in managing the data and reporting necessary to ensure successful execution of the go-to-market strategy.

John Swierc, Cainan Benoit, and Ryan Mullally
Government Sales Managers
John, Cainan and Ryan bring with them a combined 20 years of experience in the MRO industry and with Lawson. They are responsible for securing contractual agreements with public sector entities and agencies across the United States in cooperation with our 1,000 field sales representatives and leaders. John, Cainan and Ryan have all had previous positions at Lawson in the field sales organizations, either as field sales representatives or district sales managers. This credibility and experience will serve them greatly as they work across the country to implement the 90-day go-to-market strategy in partnership with our field sales organization.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

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

Lawson Products' Response:

With the full support, strategic vision, and enthusiasm of Lawson's Government Sales Managers, public sector contracting specialists, sales leaders, and executive leaders, our marketing program will be implemented quickly and with the full scope of public sector touchpoints in mind. This team will be led by Christina Nielsen, Director of Government Sales and Operations. Christina has spent 13 years in the industrial manufacturing and distribution industry, 10 years of which were spent leading the development and execution of customer engagement and demand generation programs. Lawson will leverage winning aspects of its successful implementation of the previous Region 4 ESC MRO Supplies and Related Services contract to create an engaging and exciting year-long launch in support of a new award.

Overall our marketing materials will be delivered to public sector customers and prospects via the following channels/platforms:

1. In person via our direct sales force of over 1,000 sales representatives and managers
2. Digitally on our website and through our direct marketing email program
3. Broad-based marketing using tactics like advertising and tradeshow activation with key national and regional procurement associations
4. Co-branded marketing in partnership with OMNIA Partners (including presence at OMNIA Partners' events and regional engagements)

Marketing communications in channels 1-3 above will be segmented according to the following audiences to ensure appropriate messaging and call-to-action:

- Public agencies piggybacking Lawson's existing Region 4 ESC contract
- Eligible public agencies that are current customers of Lawson, but are not leveraging our partnership with OMNIA Partners and the Region 4 ESC contract
- New public agencies not currently doing business with Lawson

Days 1-10:

- Host conference call with OMNIA Partners' development and marketing teams to discuss best practices and framework for marketing program
- Confirm existing registration at key national and regional tradeshows:
  - NIGP, NAEP, NPI
  - Other regional tradeshows where Lawson has strategic opportunities: e.g. state specific ASBO (association of school business officials) shows, APT (association for pupil transportation) shows, and other shows for public procurement officials
- Extend registration to other regional tradeshows with dates TBD (at the time of bid response)
  - OMNIA Partners regional meetings
  - Regional NIGP chapter meetings
- Release co-branded press release to trade and public sector procurement publications
- Engage Lawson's PR firm to identify opportunities for case studies with OMNIA Partners' participants continuing their relationship with Lawson and Region 4 ESC on the new award, emphasizing the value and efficiency of the cooperative model
- Host kick-off meeting to assign roles and responsibilities to the implementation team, including representatives from the following disciplines:
  - Sales
  - Sales Operations
  - Customer Service
  - Contracting
  - Legal
  - Accounting
  - Marketing (communications and digital)
  - PR
  - Sourcing
  - Pricing Operations

Days 11-45

- Update all existing printed marketing materials with new award details and identify new materials to be created; deploy to sales representatives and managers for use

- Update OMNIA Partners section on Lawson's intranet site to reflect new award details
- Update OMNIA Partners page on Lawson's public website to reflect new award details and digital versions of marketing materials (see current page by visiting: lawsonproducts.com/resources/omnia-partners.jsp)
- Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement
- Create framework for email program to all of Lawson's public sector email subscribers
- Identify case study participants and begin working accordingly with willing agencies
- Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g. editorial placements, op-eds, paid advertisements)
- Begin production of state and local government product marketing flyers, segmented by department/agency (e.g. Facilities maintenance, fleet and transit maintenance, etc.)
- Set goals for existing account growth and new account conversion to OMNIA Partners by sales district
- Regular implementation team meetings and updates on progress to OMNIA Partners team

Days 46-90

- Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers
- Rollout email program, case studies, PR engagements and product marketing flyers
- Regular implementation team meetings and updates on progress to OMNIA Partners team

The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership has gained over the course of Lawson's existing Region 4 ESC MRO contract will be an asset to another contract implementation, were we to be awarded the opportunity.

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

Lawson Products' Response:

A large part of Lawson's success in growing its public sector business an average of 15% year-over-year has been through utilizing a cooperative-centric selling strategy with state, local, and education customers. Via our mandatory state, local, and education sales education program, each of our field sales representatives and managers are trained on how to position and sell cooperative agreements. Through our field sales representatives' tens of thousands of non-contractual selling relationships with public sector agencies nationwide, we encourage their ability to grow and create longstanding relationships using cooperative contracts like the Region 4 ESC contract through OMNIA Partners. To aid in this effort, Government Sales Managers are also involved in the conversion of non-contractual customers to cooperative contract customers.

Lawson currently holds public sector cooperative contracts with the following organizations:

- OMNIA Partners - National
- TIPS (The Interlocal Purchasing System) - National
- BuyBoard - National
- PSA (Purchasing Solutions Alliance) - National
- SAVE (Strategic Alliance for Volume Expenditures) - Arizona
- COSTARS (Pennsylvania Department of General Services) – Pennsylvania
- CREC (Capital Region Education Council) – Connecticut

Lawson's go-to-market strategy for positioning cooperatives encourages OMNIA Partners as the primary choice. In fact, total sales for 2018 on the Region 4 ESC contract marketed by OMNIA Partners are 4x as much as our next largest cooperative agreement.

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

Lawson Products' Response:
Lawson gives permission to OMNIA Partners to use its official logo supplied to OMNIA Partners by Lawson for reproduction in marketing communications and promotions.

Lawson acknowledges that use of OMNIA Partners, Public Sector logo will require permission and agrees to seek permission before any use or reproduction.

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

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

Lawson Products' Response:
Lawson confirms our commitment to being proactive in our sales of goods and services to public agencies nationwide. Lawson's government sales and operations team is uniquely dedicated to public sector sales and includes government sales account managers across the U.S., contract specialists, business analysis, and inside sales personnel. This team will ensure that OMNIA Partners' leads are loaded into Lawson's customer management system and assignment to each of our 1,000 field sales representatives. Field sales representatives will then be held accountable to district level retention,

penetration, and conversion goals by their district sales manager and regional sales director. Over all of these efforts will be the support and commitment of Lawson's executive management.

Lawson also commits to the presence of the following information on all sales education and marketing materials: 1) That the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency, 2) that our prices reflect best government pricing, 3) that there is no cost to participate, and 4) that the relationship is non-exclusive.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
   iv. Knowledge of benefits of the use of cooperative contracts

Lawson Products' Response:
Lawson assures Region 4 ESC and OMNIA Partners that our sales education program includes the following: 1) Key features of Master Agreement, 2) Working knowledge of the solicitation process, 3) Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector, 4) Knowledge of benefits of the use of cooperative contracts.

Additionally our field sales representatives are trained on how to position cooperative contracts and lead with OMNIA Partners.

For a full description of Lawson's 90-day plan to enable our sales and corporate teams to be successful marketing this contract as our primary go-to-market strategy for public sector business, please see Appendix D, Exhibit A, Section 3.3, Letter A.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

Lawson Products' Response:
Lawson is committed at every level of our organization to be responsive and effective partners for the OMNIA Partners cooperative agreement. Here are just some of the individuals that are directly responsible for prioritizing the importance of the OMNIA Partners cooperative agreement and proliferating its continued success:

Executive Support:

Michael DeCata
President and CEO
michael.decata@lawsonproducts.com
773-304-5203

Matt Brown
Senior Vice President, Sales
matt.brown@lawsonproducts.com
773-304-5216

Marketing:

Ilan Rodzynek
Sr. Director, Marketing and Product Management
ilan.rodzynek@lawsonproducts.com
773-304-5663

Jeannie Dentamaro
Marketing Manager
jeannie.dentamaro@lawsonproducts.com
773-304-5316

Sales:

Christina Nielsen
Director, Government Sales and Operations
christina.nielsen@lawsonproducts.com
773-304-5345

Ryan Mullally
Government Sales Manager
ryan.mullally@lawsonproducts.com
469-400-7400

Cainan Benoit
Government Sales Manager
cainan.benoit@lawsonproducts.com
337-581-8487

John Swierc
Government Sales Manager
john.swierc@lawsonproducts.com
615-490-2911

Sales Support:

Mike Guill
Manager, Sales Operations
mike.guill@lawsonproducts.com
773-304-5693

Howard Kalish
Sr. Manager, Sales Education
howard.kalish@lawsonproducts.com
773-304-5030

Financial Reporting:

Bernice "BJ" Najfus
Business Information Analyst
bernice.najfus@lawsonproducts.com
773-304-5071

Accounts Payable:

Doris Pape
Director, Accounting
doris.pape@lawsonproducts.com
773-304-5437

Contracts:

Lisa Castanon
Manager, Contracts and Compliance
Lisa.castanon@lawsonproducts.com
773-304-5438

Maria Cassin
Paralegal – Public Sector Contracts
Maria.cassin@lawsonproducts.com
773-304-5214

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

Lawson Products' Response:

Lawson's field sales representatives sets Lawson apart from our competition in the MRO industry. Not only do Lawson's 1,000 field sales representatives, district sales managers, and regional sales managers visit with their customers at maintenance locations on a daily basis, they also provide vendor managed inventory services and product usage training, including safety seminars, for all of Lawson's product lines. The primary role of the field sales organization is to be on site with end users of our products:

managing their inventory, helping them select products that meet their needs, placing orders, and putting orders away.

Being on site with end users allows Lawson's field sales representatives the opportunity to get to know their customers' operations firsthand. This includes understanding each customer's MRO product usage patterns so they can manage their inventory levels more closely, minimizing the overstocking and understocking challenges commonly associated with self-managed inventory. Because of the sheer number of field sales representatives, district sales managers, and regional managers Lawson has, we are able to service agencies of all sizes, regardless of geographic location. Vendor managed inventory service includes: taking inventory of existing items, recommending items and quantities for re-order, and returning to put the inventory away in its proper place. It's important to note that in Lawson's vendor managed inventory model orders are never placed without the buyer's prior knowledge and approval.

The following is a summary of the distribution of field sales representative, district sales managers and regional sales managers across the U.S. and Canada:

- 8 regional sales managers
- 76 district sales managers
- 1069 field sales representatives

These sales personnel are strategically and evenly distributed across North America in order to provide inventory management service and product and safety training to customers of all sizes regardless of geographic location.

Another critical component of our sales organization is the Government Sales Managers. Government Sales Managers are aligned to specific geographies. Their primary role is to secure partnerships and work to form contracts with public agencies. They then work with the field sales organization to roll out these contracts and create awareness of Lawson's value proposition amongst departments and end users. A roll out includes sales education specific to the contract including compliance rules, key terms and conditions of the contract, and where/how the contract can be used so ensure proper execution and usage. It also includes corresponding marketing materials. The magnitude of each rollout is different based on the size and scope of the contract; for details on how Lawson plans to roll out the OMNIA Partners cooperative agreement, please see section Appendix D, Exhibit A, Section 3.3, Letters A and B.

Matt Brown, the Senior Vice President of Sales, is the highest level executive responsible for the entire sales organization at Lawson. His contact information is:
Email: matt.brown@lawsonproducts.com
Phone: 773-304-5216

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

Lawson Products' Response:
Should Lawson be an awardee of the Region 4 ESC contract and OMNIA Partners, Public Sector cooperative agreement, our implementation would begin with seeking feedback from OMNIA Partners' teams regarding our national implementation plan for both internal Lawson audiences and external public sector audiences. Our partnership and shared experience is ideally reflected in the final plan outlined in Appendix D, Exhibit A, Section 3.3, Letters A and B.

The Government Sales Managers, Director of Government Sales and Operations, and contracting team will be the primary points of contact for the OMNIA Partners, Public Sector sales teams. The Government Sales Managers are Lawson's front line with public sector procurement and are responsible for winning, growing and retaining public sector contracts. There are several ways the Government Sales Managers can engage with OMNIA Partners team:

- Sharing intel on shared pursuits with OMNIA Partners' sales team
- Co-calling on large procurement opportunities
- Giving OMNIA Partners team visibility to local information that impacts existing contracts
- Brainstorming promotions and opportunities for targeted sales programs (by segment, and/or by geography)

The Director of Government Sales and Operations proposes to be the primary point of contact for large scale or nation-wide programming in partnership with OMNIA Partners partner development, marketing, and training teams. It is the responsibility of the Director of Government Sales and Operations to ensure Lawson's entire sales force is aligned towards the mutual goals established by Lawson and OMNIA Partners. Desired outcomes resulting from this arrangement include:

- Consistent execution of programs and activities between OMNIA Partners team, Government Sales Managers, and Lawson's field sales management
- Creating training events
- Developing national sales growth programs and sales incentives
- Driving systemic adoption of sales resources and tools by the Lawson sales organization (e.g. marketing materials, OMNIA Connect, etc.)
- Holding Lawson's sales teams accountable to meeting sales targets and goals mutually agreed to by Lawson and OMNIA Partners

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

Lawson Products' Response:
Lawson is fortunate to have had experience implementing and managing the existing Region 4 ESC MRO contract and corresponding cooperative agreement and will bring to bear the knowledge and learnings from that contract term. In Lawson's second year of holding this contract it grew 78% vs. the first year, and grew again by 36% the next year. In the most recent fiscal year, Lawson grew contract sales by 12% YOY, outpacing general Company growth two-fold and seating the Region 4 ESC contract as Lawson's largest public sector contract.

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

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

Lawson' standard operating procedures require accounts be set up on the same day they are requested. This will ensure orders, especially by new customers, are processed and fulfilled promptly.

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

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

Lawson Products' Response:
In the 2018 fiscal year Lawson's total public sector sales equaled $31,434,286

Agency	2018 Sales	Contact Name
GWINNETT COUNTY PUBLIC, GA	$ 226,406.14	April Denna
HOWARD COUNTY, MD	$ 171,787.39	Dean Hof

SUFFOLK COUNTY, NY	$ 168,066.75	Robert Pierro
PALM BEACH COUNTY, FL	$ 142,077.92	Kathleen Scarlett
VICTORIA ISD, TX	$ 126,363.72	Tisha Wallace
LOS ANGELES WORLD AIRPORTS, CA	$ 123,230.14	Kevin Harris
CALTRANS, CA	$ 104,300.58	Jason Cook
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, MA	$ 98,010.81	Kevin Frechette
NATIONAL CAPITAL PARK AND PLANNING COMMISSION, MD	$ 68,776.14	Dave Sexton
CAPITAL DISTRICT TRANSPORTATION AUTHORITY, NY	$ 64,229.70	Stacy Sansky
MONTGOMERY COUNTY, MD	$ 63,547.70	Cheri Branson
CITY OF ST. PAUL, MN	$ 61,585.52	Fleet Services
CITY OF TACOMA, WA	$ 61,171.65	Elizabeth Pauli
COLLIER COUNTY, FL	$ 59,052.93	Opal Vann
CITY OF LAKEWOOD, CO	$ 54,000.54	Mary O'Halloran
SEMINOLE COUNTY, FL	$ 51,840.62	Michael Guild

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

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

Our central enterprise resource planning system (ERP) is SAP. SAP houses Lawson's critical customer, product, pricing and shipping data. Our SAP system not only houses all of Lawson's critical data, but allows us to generate pre-built and custom reports that can tell our employees or customers virtually anything about their account or product usage.

The workflow and customer experience of initiating an order through payment is as follows:

- A field sales representative or customer initiates the creation of an account
- The account is created in SAP with all pertinent terms and conditions included (e.g. tax exempt, price file reflecting contract pricing, billing address, etc.). During account creation an account's affiliation with OMNIA Partners cooperative agreement is

identified for tracking and reporting purposes to share with OMNIA Partners and to allow for quick and accurate calculation of the funding fee

- Once the account is created a quote can be generated in SAP by Lawson's field sales representatives or customer service team on an easy-to-read form for the customer to approve or deny. If a cart is built by the customer on Lawson's e-commerce website or on the customers designated e-procurement platform the customer will see the total amount to be charged (reflecting contract pricing) before they process the order
- After an order is placed a confirmation email is sent to the customer with the contents of the order and pricing
- The order is received and SAP and routes the order to the nearest distribution center for fulfillment
- The distribution center employees pick and process the order using guidance from SAP on what size box should be used based on the dimensions of the products and recommended packing materials that will accompany the products. Product and packaging dimensional data allows Lawson to minimize the number of shipments the customer receives, cuts down on packaging waste, and minimizes freight charges
- The shipment leaves the distribution center on the same day the order was received
- All shipments on stocked items are received within 1-2 business days from any one of our North American distribution centers
- Upon shipments for FOB customers, SAP sends an invoice to the billing address and contact on file for the account
- When the box is opened and products are unpacked the customer sees a packing slip with the contents of the box and notes any additional items that are shipping separately and arriving in different boxes
- The invoice can be paid via credit card, ACH/EFT or check according to the contracted payment terms
- Once payment is received the balance on the account updates to $0 in SAP and the order process can begin again
- All sales attributed to OMNIA Partners' participants are stored in SAP for tracking and reporting purposes to share with OMNIA and to allow for quick and accurate calculation of the funding fee

As briefly referenced in the description above, there are several ways orders can be placed, all of which get processed through Lawson's central SAP system:

- Field sales representative – The customer can place their order with the field sales representative directly and the field sales representative can enter the products and quantities desired to generate a quotation and request a P.O. or credit card number from the customer before moving forward with the order
- Customer service team – The customer can call Lawson's customer service team to place an order. OMNIA Partners' participants are supported by a highly-trained and empowered Customer Service Team. Each customer service representative is equipped for one-touch resolution, resulting in limited to no hold times or call transfers. Because they use the centralized SAP system to place orders, they have full access to OMNIA Partners' participant's order history, order status, delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing information, and contract compliance requirements.

Because e-commerce is a requirement of today's consumer and business customers we have a subset of our Customer Service Team that specializes in web support

- E-commerce website – Lawson's e-commerce website integrates seamlessly with the SAP platform and provides a shopping experience commensurate with best-in-class business-to-consumer websites. It offers access to the entire catalog of products with the ability to display contract-specific pricing and suppress items based on their exclusion from a contract offering. Since we are proposing a full catalog contract for the OMNIA Partners cooperative agreement this feature will not be necessary. Customers with a web account can see their full order history, track orders and view detailed product and specification information including MSDS/SDS sheets. Our website also enables workflow management which allows customers to define multiple account users and assign them roles with allowable actions they can and cannot take in the ordering and approval process. Finally, we employ third party processing of all procurement card information to protect the security of our customer's information
- E-procurement - Lawson' standards-based e-procurement solutions allow OMNIA Partners' participants to easily connect to third party e-procurement systems including, but not limited to: Ariba, Birch Street Systems, BuyEfficient, Direct EDI, eVA, Exostar, Infor / Datastream, Oracle Exchange, Peoplesoft, SAP, SciQuest, SiteStuff, Easy Purchase, etc. Our e-procurement specialists provide OMNIA Partners the most efficient and effective system for their e-business integration requirements

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Lawson Products' Response:

$_8,337,939_____.00 in year one

$_9,421,872_____.00 in year two

$10,458,277_____.00 in year three

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

Lawson Products' Response:

Lawson agrees to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.

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

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

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

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

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

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

Lawson Products' Response:

It has been and will continue to be Lawson's preference to promote usage of the Master Agreement and the competitive pricing and discounts associated with it. Lawson will report these as Contract Sales to OMNIA Partners, Public Sector.

If this is not acceptable to the agency in light of a competitive situation, Lawson will surgically lower pricing on select items to meet the competitive demands of the situation. Lawson will report these as Contract Sales to OMNIA Partners, Public Sector.

If an agency refuses to piggyback the Master Agreement their pricing will reflect the sales volume associated with their individual agency's projected or historical usage. Lawson will not report these as Contract Sales to OMNIA Partners, Public Sector.

While to date Lawson has not found itself in a situation where multiple proposals are permitted, we are open to proceeding with a multiple proposal approach as described in situation four above. However, if an agency appreciated Lawson's service-centric value proposition, quality products, and training capabilities but needed better pricing than we originally provided by bidding directly we would propose they adopt the OMNIA Partners cooperative agreement as an alternative. Should they decide to adopt the Master Agreement instead, Lawson will report these as contract sales to OMNIA Partners, Public Sector.

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

exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Lawson Products' Response:
Please reference Lawson Product's Signed Response in Appendix D, Exhibit B, OMNIA Partners Administration Agreement.

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

Lawson Products' Response:
Please reference Lawson Product's Signed Response in Appendix D, Exhibit F – Federal Funds Certificate and Exhibit G – New Jersey Business Compliance.

d. Describe how Offeror responds to emergency orders.

Lawson Products' Response:
With Lawson's 1,000 field sales representatives, district sales managers, and regional managers, we are able to support customers' needs during times of emergency in-person (depending on the nature of the emergency) combined with our fulfillment infrastructure.

After-hours customer concerns and care are available through a dedicated OMNIA Partners Hotline Representative who will collect caller information, take note of the caller's needs, and get the caller in contact with the correct on call field sales representative for the location of that account. Our customer service team will record and review an electronic history of each contact and keep it available for the agency to reference to ensure a proper crisis response has been made.

Lawson's distribution centers are also stocked with our full catalog of contracted products and takes pride in shipping 99% of all products complete the same day the order is received and can ship overnight if needed.

For participants within driving distance from one of our distribution centers we can arrange for will call pick-up by the customer or a hand-carried delivery by the field sales representative or delivery service, depending on the nature of the emergency.

e. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Lawson Products' Response:
Lawson believes customer service is critical to conducting a mutually beneficial business partnership to meet the needs of our valued customers. Lawson is poised to provide Region 4 ESC contract users with three different support levels depending on the nature of each participant's need:

1. Customer Service Team
2. Technical and Engineering Support Team
3. Government Customer Support Team

Customer Service Team

Participants will be supported by a highly-trained and empowered Customer Service Team. Each customer service representative is equipped for one-touch resolution, resulting in limited to no hold times or call transfers for Region 4 ESC contract users. They also have full access to the participant's order history, order status, delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing information, and contract compliance requirements. Because e-commerce is a requirement of today's consumer and business customers we have a subset of our Customer Service Team that specializes in web support.

Lawson's Customer Service Team is available during the following times to Region 4 ESC contract users: 7:00 AM to 7:00 PM, CST; Monday-Friday at 1-866-Lawson-4U (866-529-7664) or via email (DedicatedCustomer.Support@lawsonproducts.com) and fax (312-267-1684).

Technical and Engineering Support Team

Lawson's Technical and Engineering Support Team is available to answer any product application or usage questions. They can also address safety requirements and concerns. Consider them the ultimate MRO product experts when enhanced technical experience and knowledge is needed.

Lawson's Technical and Engineering Support Team is available during the following times to Region 4 ESC contract users: 7:00 AM to 7:00 PM, CST; Monday-Friday at 1-866-Lawson-4U (866-529-7664) or via email (Engineering.Department@lawsonproducts.com) and fax (312-962-4946).

Government Customer Support Team

Government Customer Support Team is available to help answer specialized contract and compliance questions. They are available to participants to ensure the requirements of the contract are met by both Lawson and Region 4 ESC contract users.

Lawson's Government Customer Support Team is available during the following times to Region 4 ESC contract users: 6:00 AM to 5:30 PM, CST; Monday-Friday at 1-800-890-8198 or via email (govsales@lawsonproducts.com) and fax (312-267-1734).

Customer Service Team Metrics

Overall service level: The Lawson Customer Service Team consistently meets the service level goal of answering phone calls in less than 45 seconds 90.32% of the time.

Four metrics/pillars: Each Customer Service Representative (CSR) is accountable for shaping the overall customer experience and maintaining their performance metrics.

- Daily Ready/Not Ready Report (Timeliness Metric) – YTD average 94%
    - Measures each CSR is available to answer the phones for 6.5 hours a day
    - Lists the number of calls each CSR takes on a daily basis

    - Gauges how much "offline" time a CSR spends
- Login/Logout Report (Timeliness Metric) – YTD average 98%
    - Displays the login and logout times for each CSR
    - Attendance is key to make sure each phone call that is handled in a timely manner
- Transaction Audits (Accuracy Metric) – YTD average 91%
    - Each CSR has 8 transactions audited on a weekly basis and the goal is to score 75% or above on first-time resolution
    - Producing error free work is our purpose with weekly transactional audits
- Call Coaching & Development (Quality Metric) – YTD average 90%
    - Each CSR has 1 call monitored on a weekly basis and the goal is to score 90% or above
    - Scorecard has 20 marks they have to hit during the call
    - Measures the greeting, solution, soft skills, and ending during a call

f. Describe Offeror's invoicing process.

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

Our central enterprise resource planning system (ERP) is SAP. SAP houses Lawson's critical customer, product, pricing and shipping data. As it is our centralized data warehouse, SAP is also responsible for generating invoices and managing the workflow process associated with invoicing and payment.

The workflow and customer experience of initiating an order through payment is as follows:

- A field sales representative or customer initiates the creation of an account
- The account is created in SAP with all pertinent terms and conditions included (e.g. tax exempt, price file reflecting contract pricing, billing address, etc.). During account creation an account's affiliation with OMNIA Partners cooperative agreement is identified for tracking and reporting purposes to share with OMNIA Partners and to allow for quick and accurate calculation of the funding fee
- Once the account is created a quote can be generated in SAP by Lawson's field sales representatives or by Lawson's customer service team on an easy-to-read form for the customer to approve or deny. If a cart is built by the customer on Lawson's e-commerce website or on the customers designated e-procurement platform the customer will see the total amount to be charged (reflecting contract pricing) before they process the order
- After an order is placed a confirmation email is sent to the customer with the contents of the order and pricing
- The order is received and SAP routes the order to the nearest distribution center for fulfillment
- The distribution center employees pick and process the order using guidance from SAP on what size box should be used based on the dimensions of the products and recommended packing materials that will accompany the products. Product and

packaging dimensional data allows Lawson to minimize the number of shipments which the customer receives, cuts down on packaging waste, and minimizes freight costs incurred by Lawson

- The shipment leaves the distribution center on the same day the order was received
- All shipments on stocked items are received within 1-2 business days from any one of our North American distribution centers
- Upon shipments for FOB customers, SAP sends an invoice to the billing address and contact on file for the account
- When the box is opened and products are unpacked the customer sees a packing slip with the contents of the box and notes any additional items that are shipping separately and arriving in different boxes
- The invoice can be paid via credit card, ACH/EFT or check according to the contracted payment terms
- Once payment is received the balance on the account updates to $0 in SAP and the order process can begin again
- All sales attributed to OMNIA Partners' participants are stored in SAP for tracking and reporting purposes to share with OMNIA Partners and to allow for quick and accurate calculation of the funding fee
- It is Lawson's policy to invoice orders within 24-48 hours of the complete shipment of the order. In the event of an incomplete order shipment, Lawson offers a combined invoice solution that consolidates invoices. In these cases, an invoice will be generated when the final items of the order ship within ten days after the order is processed. In instances where a backorder takes longer than the holding period, a unique invoice will be generated for that backorder. Invoices can be mailed or sent electronically via email to any and all OMNIA Partners' participant's locations. Payments can be remitted electronically and the customer can benefit with a 1% discount if payment is made within 10 days; otherwise, net due in 30 days

g. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.

Lawson Products' Response:

There are two aspects to implementing an award and transitioning customers to the new agreement:

1. Preparing internal Lawson teams
2. Communicating to customers

Lawson's team of Government Sales Managers, public sector contracting specialists, sales leaders, and executive leaders will be the primary individuals responsible for setting the go-to-market strategy and ensuring its consistent and continuous execution.

Below is an example of a 90-day plan describing the key milestones and activities <u>to prepare Lawson's sales organization and internal teams</u> to implement a new contract.

Days 1-10:

Key milestones:

1. Create awareness within Lawson of award and how it effects each departments operating procedures
2. Refresh sales organization with training on Region 4 ESC contract / OMNIA Partners cooperative agreement

Key activities:

- Work with OMNIA Partner development team and sales managers to collaborate on implementation strategy for the contract overall and separately by SLED segments, including communication plan and training best practices
- Announcement of award and describing key implementation tactics to follow from executive leadership, including CEO, Mike DeCata and Senior Vice President of Sales, Matt Brown, using inter-company communications platforms and media
- Webinars and lunch-and-learns to deliver targeted information specific to each department (e.g. field sales, sales operations, customer service, marketing, etc.) regarding their role in supporting the Region 4 ESC contract and OMNIA's public agency members
- Update the Region 4 ESC / OMNIA Partners page on Lawson's intranet with new contract documentation and revised marketing materials
- Assign regional sales managers, district sales managers and field sales representatives to mandatory digital curriculum in Lawson University, Lawson's interactive training and education platform. State and local sales education curriculum includes:
    - Selling the lead agency and cooperative procurement model
    - Compliance to contract terms and conditions
    - Understanding the public procurement process
    - Positioning Lawson in public sector accounts

Days 11-45:

Key milestones:

1. Prescribe existing and new agency transition targets to field sales representatives for follow-up
2. Deploy Government Sales Managers to help create agency awareness of new contract

Key activities:

- Load latest OMNIA Partners' participant list into customer management system for assignment to individual field sales representatives
- Send district managers and field sales representatives supporting marketing tools, including flyers and brochures that specifically promote the Region 4 ESC contract with Lawson
- Based on strategy, establish OMNIA Partners-hosted training opportunities for Lawson's regional sales managers and district sales managers
- Deploy government sales account managers to each district to assist district managers and field sales representatives with opening new accounts and transitioning existing eligible public sector accounts to the Region 4 ESC contract
- Check in regularly with all Lawson departments impacted by the new contract (e.g. customer service, accounting, etc.) for feedback on progress and challenges

Days 46-90:

Key milestones:

1. Measure conversion success of agencies to the new contract
2. Continue transition and manage performance to targets distributed to field sales representatives

Key activities:

- Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, and reinforce previously delivered digital education topics on how to sell cooperative agreements (with OMNIA Partners' participation depending on schedule/availability)
- Monitor and measure conversion of new accounts to the Region 4 ESC agreement
- Follow-up with district managers and field sales representatives for feedback on their experiences and progress proliferating the new contract
- Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all Region 4 ESC contract users and OMNIA Partners' participants
- Follow-up with OMNIA Partners' development and sales teams to gauge success and determine next steps

Below is an example of a 90-day plan describing the key milestones and activities to communicate to customers about the new contract and enable them to use it.

Days 1-10:

Key milestones:

1. Align implementation/customer transition plan with Region 4 ESC / OMNIA Partners
2. Confirm tradeshow/expo opportunities locally in Region 4 ESC and nationally to market the cooperative agreement
3. Host meeting with Lawson's internal teams to confirm tactics, timelines and officially kick off the implementation project

Key activities:

- Host conference call with OMNIA Partners' development and marketing teams to discuss best practices and framework for marketing program
- Confirm existing registration at key national and regional tradeshows
- Extend registration to other regional tradeshows with dates TBD (at the time of bid response)
- Release co-branded press release to trade and public sector procurement publications
- Engage Lawson's PR firm to identify opportunities for case studies with OMNIA Partners' participants continuing their relationship with Lawson and Region 4 ESC on the new award, emphasizing the value and efficiency of the cooperative model
- Host kick-off meeting to assign roles and responsibilities to the implementation team

Days 11-45

Key milestones:

1. Update and deploy all customer-facing printed and digital marketing materials
2. Build and socialize availability of customer training sessions via webinar
3. Establish contract implementation customer awareness and sales goals

Key activities:

- Update all existing printed marketing materials with new award details and identify new materials to be created; deploy to field sales representatives and managers for use
- Update OMNIA Partners section on Lawson's intranet site to reflect new award details
- Update OMNIA Partners page on Lawson's public website to reflect new award details and digital versions of marketing materials (see current page by visiting: lawsonproducts.com/resources/omnia-partners.jsp)
- Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement
- Create framework for email program to all of Lawson's public sector email subscribers
- Identify case study participants and begin working accordingly with willing agencies
- Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g. editorial placements, op-eds, paid advertisements)
- Begin production of state and local government product marketing flyers, segmented by department/agency (e.g. Facilities maintenance, fleet and transit maintenance, etc.)
- Set goals for existing account growth and new account conversion to OMNIA Partners by sales district
- Regular implementation team meetings and updates on progress to OMNIA Partners' team

Days 46-90

Key milestones:

1. Establish reporting format to track results long-term
2. Rollout remaining marketing materials

Key activities:

- Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers
- Rollout email program, case studies, PR engagements and product marketing flyers
- Regular implementation team meetings and updates on progress to OMNIA Partners' team

The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership has gained over the course of Lawson's existing Region 4 ESC MRO contract will be an asset to another contract implementation, were we to be awarded the opportunity.

h. Describe the financial condition of Offeror.

Lawson Products' Response:
Lawson's financial position is strong and has shown a trend of continuous improvement for several years. Our historical net sales are as follows:

2015	$257,834,000.00
2016	$276,573,000.00 (increase of 7.3% vs. 2015)
2017	$305,907,000.00 (increase of 10.6% vs. 2016)
2018	$349,637,000.00 (increase of 14.3% vs. 2017)

Additionally, adjusted EBITDA (earnings before interest, taxes, depreciation and amortization) is considered to be the best measure of the profitability of any business and Lawson's has continuously improved, increasing from 6.2% at the end of 2015 to 10.9% through Q3 2019.

Lawson actively follows corporate governance practices that are consistent with best practices and fully comply with the requirements of the Sarbanes-Oxley Act of 2002, public procurement standards and The United States Securities Exchange Commission (SEC). Additional standards require that our Board of Directors and Audit Committee Charter oversee the company with a forward-looking governance structure implemented by a diverse and independent board focused on serving the interests of all our stockholders and shareholders. Concerns or questions about accounting, internal accounting controls, financial reporting, auditing matters or any illegal or unethical situations can be reported anonymously to the Lawson Ethics Helpline 24 hours a day, 7 days a week at 1-800-425-8109 or online at www.lawsonproducts.alertline.com.

Lawson holds Dun & Bradstreet number 00-543-8890. Below is Lawson's Dunn & Bradstreet report segmented. Please see electronic file for the full report.

LAWSON PRODUCTS, INC.
Trade Names: No trade names for this company.
ACTIVE HEADQUARTERS

D-U-N-S Number:
00-543-8890
Company:
LAWSON PRODUCTS, INC.

D&B Address

Address:
8770 W BRYN MAWR AVE STE 900
CHICAGO, IL, US - 60631
Location Type:
HEADQUARTERS
Phone:
773-304-5050
Fax:
Web:
http://www.lawsonproducts.com/
Added to Portfolio:
06/12/2019
Endorsement:
debbie.kuntz@lawsonproducts.com
Last View Date:
11/19/2019

Company Summary

SCORE BAR

PAYDEX®

70
Paying 15 days past due

Commercial Credit Score Percentile

28
Moderate to High Risk of severe payment delinquency.

Financial Stress Score National Percentile

63
Moderate Risk of severe financial stress.

D&B Viability Rating

1	3

View More Details

Bankruptcy Found
N

D&B Rating
5A2
5A indicates 50 million and over, Credit appraisal of 2 is good

&B VIABILITY RATING SUMMARY

Viability Score
Viability Score :1
Low Risk:1 ; High Risk:9
Portfolio Comparison

Portfolio Comparison :3
Low Risk:1 ; High Risk:9

Data Depth Indicator
Data Depth Indicator :A
Predictive:A ; Descriptive:G
Company Profile:
A

- **Financial Data**
  Available
- **Trade Payments**
  Available (3+Trade)
- **Company Size**
  Large
- **Years in Business**
  Established

i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Lawson Products' Response:
Lawson's service delivery model is based on vendor managed inventory meaning our field sales representatives ensure products are on hand at the customer's location when needed so the need for off-site visits to retail locations is greatly reduced. Therefore, we do not have retail stores in our network. All pricing is housed centrally in our enterprise resource planning (ERP) system SAP and is administered consistently with every order whether placed through the field sales representative, customer service, website, or using an e-procurement platform. Reporting is extracted using the central data in SAP and accounts that qualify as Region 4 ESC contract/OMNIA Partners' cooperative agreement users are indicated as such at the time of account set up, assuring that all sales are captured and reported accurately to OMNIA Partners, Public Sector.

j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Lawson Products' Response:
For customers with established credit, Lawson's payment terms are 1% discount if paid within 10 days, and net 30 for the full amount owed. If the customer pays within 10 days via check or ACH/EFT Lawson offers a 1% discount on goods only, not including tax if applicable. Payments by credit card are not eligible for the 1% discount on goods. Specialized payment terms, if needed, will be decided on a case-by-case basis.

Forms of payment accepted are:
- Check
- ACH/EFT
- Visa/MC/Amex/Discover

Lawson does not assess a convenience fee if the customer chooses to pay with a credit card.

TAB 4 – Qualification and Experience

c) Qualification and Experience

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

Lawson Products' Response:

Sidney L. Port founded Lawson in 1952 with a simple goal—to provide for his family. He accomplished that and much more.

After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. During his time there he recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. That experience convinced him that no one else was effectively supplying businesses with small, consumable parts necessary to keeping their operations running.

At the age of 40, with a $25,000 loan, Mr. Port opened Lawson. For those who knew Mr. Port they'd say, "his word was his bond," and customers and suppliers quickly recognized his integrity. That, combined with Mr. Port's knack for finding the right people, helped continue the Company's growth.

Lawson went public in 1970 (currently traded on the NASDAQ – LAWS), but Mr. Port retained a very active role until his death in 2007. When asked about founding his Company, Mr. Port often replied that he simply wanted to create an organization that offered employees a way to make a good living and support their families. As an entrepreneur himself, Mr. Port encouraged that spirit by offering employee benefits such as profit sharing, which was unusual at the time.

Mr. Port named Lawson after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired. As the Company's success grew, so did Mr. Port's generosity and philanthropic efforts in the arts, medical research and education.

Today, Lawson in North America…

- Lawson's corporate location is located in Chicago – 8770 W, Bryn Mawr, Suite 900, Chicago, Illinois 60631 with six distribution centers located throughout North America.

b. Describe Offeror's reputation in the marketplace.

Lawson Products' Response:

Lawson has been in the MRO business for over 67 years, during which time the company has grown from a 'car-trunk' sales operation to servicing 300,000 industrial, commercial, institutional and government customers in all 50 states, Canada, Mexico, and the Caribbean, and exporting products that support U.S. military efforts overseas, in the Middle East, Asia and Europe .

Lawson currently holds public sector cooperative contracts with the following organizations:

- OMNIA Partners - National
- TIPS (The Interlocal Purchasing System) - National
- BuyBoard - National

- PSA (Purchasing Solutions Alliance) - National
- SAVE (Strategic Alliance for Volume Expenditures) - Arizona
- COSTARS (Pennsylvania Department of General Services) – Pennsylvania
- CREC (Capital Region Education Council) – Connecticut
- Kinetic – Canadian GPO

Lawson's extensive experience in developing strategic marketing decisions supporting other national organizations and contracts in the Government market has seen 364% growth in the last two years. These include our Federal GSA contract and DOD contract, our many State and local government contracts, Lawson's additional Cooperative Contracts around the USA and Canada (as listed above), the Canadian government customers at the Provincial level, Federal level, Crown level, and special programs Lawson has in place with the Defense Logistics Agency (DLA) in support of our troops here at home and overseas. Lawson is experienced in each marketplace, poised to retain and driven to exceed its customer base by delivering exceptional Vendor Managed systems sensitive to customer needs.

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

Lawson Products' Response:

In the 67 year history, Lawson delivers a full range of consumable MRO products coupled with on-site inventory management services that help fleet and facility maintenance personnel keep their operations up and running without interruption. Lawson's proven track record of business credibility, reputation and decade-long international commerce experiences with key suppliers is an important strength. Our philosophy is to provide *"the right part, in the right place, at the right time".* Service and cost effectiveness is one of our primary considerations.

Following the principles of 5S methodology (a workplace organization method) approximately 1,000 Lawson sales representatives partner with maintenance and repair personnel to maximize their operational effectiveness and efficiency. Our ultimate goal is to develop a fully integrated maintenance supply and inventory management partnership with OMNIA Partners and participating state, local and education entities to provide quality products and vendor-managed inventory services for consumable maintenance and repair products across the U.S. and Canada.

We work at increasing customer productivity in several ways including:

- Reduce the amount of time searching for / purchasing parts
- Avoid emergency off-site trips for a part by insuring adequate inventory is available at all times
- Assign a knowledgeable Sales Professional who will inventory, review, and order for those areas where authorized the responsibility

Lawson's demand-based planning is a forecasted system that has the ability to use up to 26 different algorithms to generate a raw forecast based on historical data, seeing this would be new business to Lawson and not part of our current history, we would control demand planning through communication/ forecasting data provided by your location and the field sales representative. After 60 days of historical demand from the new account the system will detect sales trend increase and

automatically start to increase the raw forecast, at the same time the communication with your locations/field sales representative and the government team will continue to identify the items in demand and future forecast needs. We do have the flexibility to adjust or hard key safety stock levels to protect or control inventory levels, we have found in the past that a combination of forecast and safety stock level adjustments best support the customer needs.

Lawson, a value-add distributor can demonstrate how we impact a customer's total cost of ownership by following this four-step process:

1. Identify value-added services
2. Determine the total cost of ownership
3. Determine the impact on the customer's bottom line
4. Report the results

Here are some ways we manage these four steps:

- Revenue Focused: Lawson helps customers get back on-line quicker. Reduce turnaround time. Provide efficiencies in output. Provide new products to each customer market
- Asset Focused: Lawson provides system optimization. Overstock reduction. Obsolete inventory removal. Re-allocation of space
- Process focused: Lawson provides Vendor Managed Inventory (VMI) options. Self-service inventory monitoring systems. EDI & EFT efficiencies
- Expenditure Focused: Lawson offers integrated purchasing. Price protection. Product substitution options.
- Service Focused: Lawson offers 24/7 service. Technical and Product support. Seminar & Training options for all our customers is the form of Fastener Safety Seminar, Cutting Tool Safety Seminar, Pneumatic Safety Seminar, Electrical Safety Seminar, Hydraulic Safety Seminar, and Unique Customer Requests for any seminar or training your facilities would need
- Customer Focused: Lawson offers additional cost savings opportunities in areas of Safety cost reduction. Environmental cost reduction, and equipment cost reduction / exchanges

Lawson's demand management for Maintenance, Repair and Operations products strives to manage all the activities associated with discovering the customer location needs, planning products or services for those locations and then fulfilling the customers 'demand'. It is an integrative set of processes across, not just the enterprise, but the trade partner network and ensures that we truly understand the market; we know who the OMNIA Partners' participants are and what draws them to doing business with us. It also ensures that they are happy with their product assortment, our product offering and our service. Our reputation for merging customer needs through analytics with plain old customer service and inventory management, Lawson serves a niche in the marketplace that drives price, distribution, product awareness and fulfilling unmet needs with each customer.

d. Describe the experience and qualification of key employees.

Lawson Products' Response:

Key members of Lawson's public sector sales and operations team will lead the team responsible for the successful execution of the plan above. They are:

Christina Nielsen
Director, Government Sales and Operations
Christina has spent 13 years in the industrial manufacturing and distribution industry, 10 years of which were spent leading the development and execution of customer engagement and demand generation programs. Under Christina's leadership of public sector sales at Lawson, sales to public sector customers have grown an average of 15% year-over-year. Sales attributed specifically to OMNIA Partners cooperative agreement resulted in 12% growth in 2018 vs. 2017. Christina will be responsible for both the 90-day go-to-market strategy outlined here in Appendix D, Exhibit A, Section 3.3, Letter A and the 90-day implementation and marketing program outlined in Appendix D, Exhibit A, Section 3.3, Letter B. christina.nielsen@lawsonproducts.com; 773-304-5345

Lisa Castanon
Manager, Contracts and Compliance
Lisa brings 28 years of experience in the MRO industry with the last 11 years of her career focused exclusively on the public sector. Lisa and her team manage the bid response process, ensure contract compliance, and manage implementation programs for awarded contracts, including Lawson's existing Region 4 ESC MRO contract. In 2016, she received her Six Sigma Black Belt Certification which reflects in the way she manages projects and solves problems. The combination of this experience and credentials highly qualifies Lisa to be the project leader for the 90-day plan outlined here. Lisa.castanon@lawsonproducts.com; 773-304-5438

Bernice "BJ" Najfus
Business Information Manager
BJ has spent 5 years in the MRO space, all of which have been with Lawson as a business information manager. BJ's 20+ year career before Lawson included roles in finance, accounting, and business analytics. She holds an undergraduate degree in Finance and a Master degree in Information Systems. BJ will assist Lisa in managing the data and reporting necessary to ensure successful execution of the go-to-market strategy. bernice.najfus@lawsonproducts.com; 773-304-5071

John Swierc, Cainan Benoit, and Ryan Mullally
Government Sales Managers
John, Cainan and Ryan bring with them a combined 20 years of experience in the MRO industry and with Lawson. They are responsible for securing contractual agreements with public sector entities and agencies across the United States in cooperation with our 1,000 field sales representatives and leaders. John, Cainan and Ryan have all had previous positions at Lawson in the field sales organizations, either as field sales representatives or district sales managers. This credibility and experience will serve them greatly as they work across the country to implement the 90-day go-to-market strategy in partnership with our field sales organization. john.swierc@lawsonproducts.com; 615-490-2911; cainan.benoit@lawsonproducts.com; 337-581-8487; ryan.mullally@lawsonproducts.com; 469-400-7400

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

Lawson Products' Response:
Lawson has hundreds of state, local and education contracts directly with entities and seven cooperative purchasing contracts. Six out of seven cooperative purchasing contracts cover the contiguous and

noncontiguous United States; the remaining contract covers Canada. The list that follows illustrates the sales on a handful of these contracts for the past three years:

Contract Name	2017 Sales	2018 Sales	2019 Sales
National Intergovernmental Purchasing Alliance (IPA)	$4,690,969	$6,943,103	$7,978,889 (projected)
California Multiple Award Schedule (CMAS)	$428,029	$519,171	$624,978
Purchasing Sourcing Alliance (PSA)	$301,958	$345,691	$414,193
Louisiana Multiple Award Schedule (LaMAS)	$101,696	$110,056	$383,174
State of New Jersey	$1,688,325	$1,770,416	$2,010,146
State of Mississippi	No data available	$65,279	$89,721

Lawson holds General Services Administration (GSA) contract #GS-06F-0027L – Hardware Superstore 51V which began with GSA on April 9, 2001 and expires on April 8, 2021. The annual sales volume for the past three years is as follows:

Contract Name	FY2017	FY2018	FY2019
GS-06F-0027L Hardware Superstore 51V	$4,433,703	$5,159,792	$5,472,906

Please note that the data above reflect actual fiscal year for the Federal Government begins October 1 and ends September 30.

Segment	Average Percent of SLED	2017 Sales	2018 Sales	2019 Sales (projected)
City Government	37.7%	$8,308,234	$8,356,659	$8,929,907
Primary Education (K-12)	18.7%	$4,121,061	$4,145,080	$4,429,423
County Government	15.1%	$3,327,701	$3,347,097	$3,576,700
State Government	12.1%	$2,666,569	$2,682,111	$2,866,097
Non-Profit Organizations	9.5%	$2,093,587	$2,105,789	$2,250,242

Colleges & Universities	6.3%	$1,388,379	$1,396,471	$1,492,266
Public Health	.6%	$132,227	$132,997	$142,121
Canadian Government		$691,716	$696,751	$788,976
Federal Military and Civilian Government		$6,480,876	$6,508,567	$6,888,037
All Government Sales as % of Total Sales		10.56%	10.60%	10.65%

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

Lawson Products' Response:

On August 11, 2008, Lawson entered into a Deferred Prosecution Agreement ("DPA") with the United States Attorney General for the Northern District of Illinois. Lawson filed a copy of the Deferred Prosecution Agreement with the Securities and Exchange Commission upholding and fully complying with its obligations set forth under the Agreement. On August 19, 2011 the United States District Court for the Northern District of Illinois issued an order dismissing the information against Lawson with prejudice in Case No. 08-CR-633.

g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

Lawson Products' Response:

Lawson has included 10 customer references that will verify our excellence in providing Vendor Managed Inventory and services exemplifying our "just the right product at just the right time" philosophy. Please see the list below:

	Reference #1	Reference #2	Reference #3
Entity Name:	Los Angeles World Airports	Town of LaGrange	Gwinnett County Public Schools
Contact Name:	Robert Haines	James Fetzer	Kim Murphy
Contact Title:	Fleet Maintenance Director	Deputy Superintendent	Senior Buyer
Contact Phone:	424-646-7900	845-590-2892	678-301-6292
Contact Email:	rhaines@LAWA.org	jfetzer@lagrangeny.gov	kim_murphy@gwinnett.k12.ga.us
City:	Los Angeles	LaGrangeville	Lawrenceville
State:	California	New York	Georgia

Years Serviced:	15 Years	8 Years	20 Years
Scope of Work:	We supply 11 departments with the Lawson Vendor Managed Inventory and provide training to end users.	We provide Lawson Vendor Managed Inventory to the Town for all their MRO supply needs.	We provide Lawson Managed Inventory to the County's Public Schools on a weekly basis.
	Reference #4	**Reference #5**	**Reference #6**
Entity Name:	Johnston County Schools	City of Lakewood	City of Kingsport
Contact Name:	Josh Loseke	Ramon Montoya	Steve Hightower
Contact Title:	Shop Foreman	Fleet Supervisor	Fleet Maintenance Manager
Contact Phone:	919-934-8340	303-987-7796	423-229-9446
Contact Email:	joshloseke@johnston.k12.nc.us	rammon@lakewood.org	Steve.Hightower@kingsporttn.gov
City:	Smithfield	Lakewood	Kingsport
State:	North Carolina	Colorado	Tennessee
Years Serviced:	7 Years	3 Years	20 Years
Scope of Work:	We provide Lawson Managed Inventory to the County's Schools in all MRO categories.	We provide Lawson Managed Inventory to the City's departments in all MRO categories.	We provide Lawson Managed Inventory to the City's departments on a weekly basis.
	Reference #7	**Reference #8**	**Reference #9**
Entity Name:	Trolley Tours of Nashville	General Services Administration	State of California – Department of Transportation
Contact Name:	Nathan Kingsbury	Marlyn Ziegler	Jason D. Cook
Contact Title:	Fleet Manager	Contracting Officer	Chief, Office of Material Services
Contact Phone:	615.947.5661	816 926-8364	916-227-9704
Contact Email:	Nathaniel.kingsbury@trolleytours.com	marlyn.ziegler@gsa.gov	jason.cook@dot.ca.gov
City:	Nashville	Heartland Acquisition Center	Sacramento
State:	Tennessee	Kansas	California
Years Serviced:	3 Years	18 Years	8 Years
Scope of Work:	We provide Vendor Managed Inventory for all maintenance and repair supplies to maintain their fleet and facility.	We provide Vendor Managed Inventory for all maintenance and repair supplies.	We provide Vendor Managed Inventory for all maintenance and repair supplies.

	Reference #10	
Entity Name:	Elko County School District	
Contact Name:	Seth Canning	
Contact Title:	Transportation Director	
Contact Phone:	775-738-0808	
Contact Email:	scanning@ECSDNV.net	
City:	Elko	
State:	Nevada	
Years Serviced:	4 Years	
Scope of Work:	We provide Vendor Managed Inventory for all maintenance and repair supplies.	

h. Provide any additional information relevant to this section.

Lawson Products' Response:

Lawson offers several unique attributes that would make us a valued MRO products alternative to OMNIA Partners' participants and three stand out in particular:

1. Lawson's focus on the small, consumable parts segment of the broader MRO industry and the unique service demands customers have for these products
2. Our approximately 1,000 local Lawson field sales representatives provide data-driven inventory management services to ensure OMNIA Partners' participants are operating in a cost-effective way while ensuring their operations never stop or slow due to an out-of-stock part or product
3. Lawson's long-standing and varied contractual and non-contractual relationships with government entities can help proliferate the OMNIA Partners' brand and value

Other attributes that make us stand out in a crowd are:

- Highly-trained and empowered Customer Service Team providing done-in-one first call resolution with little to no hold times and handoffs. This team includes specialists in web customer care and government customer care.
- A good/better/best product mix including commodity-grade products, nationally branded products and private-label maintenance-engineered products
- Technical and Engineering Team to provide product application and safety training free of charge
- The ability to provide, through our SAP enterprise resource planning tool, virtually endless product and customer usage data and analytics to help inform customer's MRO inventory management practices and reduce costs

- Extensive experience implementing and managing direct contracts and cooperative contracts in a compliant and value-driven way

a. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

Lawson Product's Response:

Lawson has included 10 customer references that will verify our excellence in providing Vendor Managed Inventory and services exemplifying our "just the right product at just the right time" philosophy. Please see the list below:

	Reference #1	Reference #2	Reference #3
Entity Name:	Los Angeles World Airports	Town of LaGrange	Gwinnett County Public Schools
Contact Name:	Robert Haines	James Fetzer	Kim Murphy
Contact Title:	Fleet Maintenance Director	Deputy Superintendent	Senior Buyer
Contact Phone:	424-646-7900	845-590-2892	678-301-6292
Contact Email:	rhaines@LAWA.org	jfetzer@lagrangeny.gov	kim_murphy@gwinnett.k12.ga.us
City:	Los Angeles	LaGrangeville	Lawrenceville
State:	California	New York	Georgia
Years Serviced:	15 Years	8 Years	20 Years
Scope of Work:	We supply 11 departments with the Lawson Vendor Managed Inventory and provide training to end users.	We provide Lawson Vendor Managed Inventory to the Town for all their MRO supply needs.	We provide Lawson Managed Inventory to the County's Public Schools on a weekly basis.

	Reference #4	Reference #5	Reference #6
Entity Name:	Johnston County Schools	City of Lakewood	City of Kingsport
Contact Name:	Josh Loseke	Ramon Montoya	Steve Hightower
Contact Title:	Shop Foreman	Fleet Supervisor	Fleet Maintenance Manager
Contact Phone:	919-934-8340	303-987-7796	423-229-9446
Contact Email:	joshloseke@johnston.k12.nc.us	rammon@lakewood.org	Steve.Hightower@kingsporttn.gov
City:	Smithfield	Lakewood	Kingsport
State:	North Carolina	Colorado	Tennessee
Years Serviced:	7 Years	3 Years	20 Years
Scope of Work:	We provide Lawson Managed Inventory to the County's Schools in all MRO categories.	We provide Lawson Managed Inventory to the City's departments in all	We provide Lawson Managed Inventory to the City's departments on a weekly basis.

		MRO categories.	
	Reference #7	**Reference #8**	**Reference #9**
Entity Name:	Trolley Tours of Nashville	General Services Administration	State of California – Department of Transportation
Contact Name:	Nathan Kingsbury	Marlyn Ziegler	Jason D. Cook
Contact Title:	Fleet Manager	Contracting Officer	Chief, Office of Material Services
Contact Phone:	615.947.5661	816 926-8364	916-227-9704
Contact Email:	Nathaniel.kingsbury@trolleytours.com	marlyn.ziegler@gsa.gov	jason.cook@dot.ca.gov
City:	Nashville	Heartland Acquisition Center	Sacramento
State:	Tennessee	Kansas	California
Years Serviced:	3 Years	18 Years	8 Years
Scope of Work:	We provide Vendor Managed Inventory for all maintenance and repair supplies to maintain their fleet and facility.	We provide Vendor Managed Inventory for all maintenance and repair supplies.	We provide Vendor Managed Inventory for all maintenance and repair supplies.
	Reference #10		
Entity Name:	Elko County School District		
Contact Name:	Seth Canning		
Contact Title:	Transportation Director		
Contact Phone:	775-738-0808		
Contact Email:	scanning@ECSDNV.net		
City:	Elko		
State:	Nevada		
Years Serviced:	4 Years		
Scope of Work:	We provide Vendor Managed Inventory for all maintenance and repair supplies.		

TAB 5 – Value Add

d) Value Add

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

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.
6. Oral Presentations/Interviews: Region 4 ESC reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, Region 4 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 4 ESC shall not reimburse the offeror(s) for the costs associated with the interview process.
7. Negotiations: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offeror(s) shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offeror(s).

Lawson Products' Response:

The goal of Vendor Managed Inventory (VMI) is to provide a mutually beneficial relationship where both sides will be able to more smoothly and accurately control the availability and flow of goods for OMNIA Partners' participants. In VMI, Lawson assumes the role of inventory planning for the customer.

Extensive information sharing between Lawson and OMNIA Partners' participants is required so that the Lawson can maintain a high degree of visibility of goods/requirements at each location. Instead of the customer reordering when its supply has been exhausted, Lawson is responsible for replenishing and stocking the customer location at appropriate levels. Lawson has mastered VMI and Lawson takes the lead against many other organizations and how they benchmark themselves.

Our VMI programs goal is to minimize any capital investment in inventory while providing "package friendly" quantities that assure maximum productivity to OMNIA Partners' participants. To do this Lawson first establishes acceptable min/max service levels at each OMNIA Partners' participants locations. Lawson then reviews the condition and status of all bin equipment and the disposition of current inventory levels. A site-specific plan will be developed between Lawson and each OMNIA Partners' participants individually. During these site-specific planning's it will also be determined needs if any new equipment such as bins and cabinets are required. Lawson will use current best practices and ensure they are followed; this provides a minimum inventory investment and improved inventory turns and will provide a reduction in cost of ownership for the OMNIA Partners' participant. Lawson's current VMI program also provides opportunities for obsolete inventory reduction within your current OMNIA Partners' participant locations where applicable. Current inventory consolidation, inventory standardization, and reduced risks results in an overall cost savings to the customers.

OMNIA Partners' participants will have supplier benefits that Lawson carries out its task of maintaining predetermined inventory and avoiding stock-outs, we are then able to lock in a VMI-supported customer for the long term (with or without a contract). This will produce a steady and predictable flow. A VMI partnership allows Lawson to schedule its operations more productively because it is now monitoring OMNIA Partners' participants entire inventory on a regular basis. Furthermore, reductions in inventory will be achieved once Lawson develops a better understanding of how the end user customer truly uses its goods over the course of a year.

- How we effectively partner on VMI Work:
    - Clarify expectations. There needs to be thorough discussion about how the system will benefit both organizations in the long term. The objective is clear and constant communication between the Lawson and OMNIA Partners' participants. When the two parties work in conjunction we can be assured that the planning function, for both sides, will begin to smooth over time.
    - Agree on how to share information. If Lawson and OMNIA Partners' participants can agree to share information vital to restocking in a timely manner, then the odds of a synchronized system will dramatically improve. Proprietary information would not have to be shared, but enough information to maintain a steady flow of goods is necessary. You should be willing to share production schedules and/or forecasts to provide some visibility for Lawson.

- Keep communication channels open. When Lawson and OMNIA Partners' participants set out to implement a VMI program, we need to meet and discuss their goals and how they need to proceed in order to realize those goals. Once a VMI program has been activated, each side needs to understand that there are going to be some miscues. These miscues need to be studied as opportunities for learning and then used to avoid repetitive problems in the future.

As part of Lawson's commitment to the OMNIA Partners on the MRO contract, Lawson will continually strive to exceed the OMNIA expectations saving time, money and obsolescence in inventory for OMNIA Partners' participants.

Lawson believes through extensive experience building and managing large sales teams that sales people sell products and programs when they're confident in their knowledge of them. For this reason, Lawson places very high priority in the value of a robust and comprehensive sales training program.

Lawson offers several levels of training, safety documentation and reference materials for customers free of charge. Our Technical and Engineering support teams assist our customers by providing on-site application analysis and problem solving assistance, oftentimes custom-tailored for that particular application. Our Technical and Engineering Teams also develop SDS sheets for all chemical products, provide product selection that are certified (GS-37, NEMA, RoHS, NSF, or EPA certifications), create "how-to" videos for new products, and develop safe use brochures and wall charts. The customer benefits when products are appropriately selected and safely used based on their application and operating environment. The life of the product extended, but the safety and security of maintenance personnel is further ensured.

Lawson is proud to offer our ALERT (A Lawson Emergency Response Team) Program featuring both products and services that can help OMNIA Partners' participants be prepared for the unpredictable and respond to the inevitable.

Products that Lawson offers to help you prepare and respond to a disaster:

Batteries	Hard Hats
First Aid Kit	Safety Cans
Infrared Thermometers	
Anchoring Systems	Insect Repellent
Visaglo	Instructional Signage
Adhesive Tape	Jumper Cables
Alarms	Lighting
Cable Ties	Mops / Brooms
Chemical Cleaners	Oils / Lubricants
Clamps	Padlocks
Drill Bits	Paints
Electrical Connectors	Protective Clothing
Electrical Crimping Kit	Pry Tools

Electrical Wire	Rain Suits
Extension Cords	Respiratory Protection
Eye Protection	Ropes / Straps / Chain
Fire Extinguishers	Saw Blades
Flashlights	
Gas Cans	Storm Panel Install Kit
Hand Protection	Tape
Hand Tools	Wipers

Screws (Drywall, Lags, Particle Board, Self-Drilling, Wood)
Health / Sanitation / Light Station / Hearing Protection

We also proudly feature the following services to help you get back on track quickly. In the event of an emergency, we are here to do more. Here are some services Lawson offers to help you address your immediate needs.

TOLL FREE NUMBER - Dedicated toll-free number providing a direct hotline to our ALERT team in the event of an emergency.

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. Additionally 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 ALERT 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.

Rebate to OMNIA Partners' Participants

Lawson will offer a volume growth incentive (paid after each calendar year) as part of our proposal response to Region 4 ESC / OMNIA Partners.

Every April 1st of each contract year, Lawson will pay a 5% rebate to any single entity that purchased a minimum of $30,000 with Lawson the previous 12 months. For example, an account that purchased $100,000 with Lawson between April 1st 2020 – March 31st 2021 will receive 5% or $5,000 paid out in April 2021. This will apply to both current and new customers.

In addition to OMNIA Partners pricing, Lawson will offer additional competitive discounted pricing in those cases where OMNIA Partners' participants make high volume purchases. High volume purchases are reviewed for validity and customer specific pricing is applied to the purchase.

On a frequency determined by OMNIA Partners, Lawson will report the results of all OMNIA Partners cooperative contract sales using the template provided by the OMNIA Partners, drilling down to the required level of detail specified by OMNIA Partners in order to assess if rebate fees are due to the participants. Fields typical of contract reporting include the participating agency name, address, participating agency membership number, date of transaction, contract sales for that agency, the percentage of the rebate and the total dollar of the rebate. The aggregated total is then remitted by Lawson and all completed within the allowable timeframe as dictated by the contracting officer.

In addition, we offer our Find MRO group (Specials) to support any product needs outside of our current offering for OMNIA Partners' participants if need be. This group is able to source any and all products for support of this contract.

Lawson currently has a Find MRO Department (also known as Specials) to source products which is not currently listed Lawson's contract catalog or on-line ordering system. This Department will be made available to all OMNIA Partners' participants for any needs outside of our current offering. Sourced Products allow Lawson to help the customer meet their overall purchasing needs in a one-stop shopping method. The product category and brand offered varies based off of individual customer needs. Charges for items sourced through our Specials department vary depending on items, category, quantity purchase, packaging requirements, and cost and weight, etc. These items are priced through a fair market quote.

Lawson believes in sourcing products using a simple philosophy – "like or better." Our special products sourcing specialists work hand in hand with customers, procurement personnel and our own field sales representatives to understand all necessary specifications and performance requirements, then submit our recommendations for solutions that meet their needs.

While we compete in the same space as Fortune 100 companies and big box stores our 300,000 customers value this combination of specialized products and customer-specific inventory services. The Lawson method of facilitating sourced products is by providing the customer a quote for the items requested. Products purchased through our Special Products Sourcing Team deliver within 10 days.

Lawson determines pricing for requests like these as needed and determines the pricing based on the following criteria:

- Quantity/usage
- Item specifications (highly specialized or common specifications)
- Brand requirements (specified brand or commodity item)
- Delivery requirements (rush or standard)
- Competitive pricing for like items
- TAA country of origin requirements (if required to source in compliance with TAA standards)
- Member's intent to purchase regularly (or one-time buy)
- Pricing is freight included (FOB destination) for standard shipments. Expedited shipping per the member locations request will be prepaid and added to the location's invoice.

To maintain the utmost quality to our customers and to OMNIA Partners' participants, Lawson currently provides OMNIA Partners' participants our Proprietary Products to help service and maintain their projects. These Proprietary Products are currently being used by OMNIA Partners' participants and maintain the highest standards for you and our customers. A sample of our Proprietary Products currently used by OMNIA Partners' participants include: Tru-Torq / Tuff-Torq, Third Power, Tuff-Grit, Regency. An overview of these products follows with many additional proprietary products available to OMNIA Partners' participants within this cooperative contract.

Lawon's Proprietary Products are second to none within the industry and are environmentally friendly. The environmental footprint of our products can be favorably impacted by how we decided to make them and purchase them. So, we use green and sustainable design principles and other environmental design criteria in the development of our manufactured spec processes within our proprietary product, our distribution and our packaging right from the start.

Lawson currently uses these benchmarks to help build our companies social and environmental responsibilities: OSHA (Occupational Safety and Health Administration), EEOC (Equal Employment Opportunity Commission); CPSC (Consumer Product Safety Commission) and the EPA (Environmental Protection Agency).

Today, Lawson distributes goods as well as supplies products from our manufactured spec processes within our proprietary products all formulated from renewable resources and that are Green Seal certified helping to reduce and/or eliminate hazardous materials, increase efficiencies and reduce overall waste. Lawson currently carries approximately 100 Green Seal certified products that can all be sourced by our customers simply and easily in our Online Catalog (at www.lawsonproducts.com) by searching "Green Seal", or, in our Hard Copy Catalog by looking for the Trade Mark seal "Green Seal". All Green Seal products from Lawson ship to the customer with the appropriate Certified Seal Stamp and come with all MSDS/SDS required documentation.

Lawson participates in voluntary labeling of environmentally preferable products. Our Green Seal certified labels meet the criteria for Third-party certifiers of the US Environmental Protection Agency, the requirements for standard development organizations of the American National Standards Institute, and the principles for environmental labels of the International Organization for Standardization (ISO 14020 and 14024).

All required product from Lawson is labeled to meet all ECCO Standard requirements with Eco-labels, Green Stickers Design for the Environment, Energy Star, Certifications, etc. This labeling of product is overseen and audited following Lawson's ISO 9001 requirements and Lawson is managing to ISO 14024 requirements in the future.

Today, Lawson supplies and manufactures products to our specification that are all formulated from renewable resources and that are all NEMA and RoHS certified helping to reduce and/or eliminate hazardous materials, increase efficiencies and reduce overall waste. Lawson currently carries 100's of

products within our Power Equipment offering and our Electrical offering that are all NEMA and RoHS certified. These products can all be sourced by our customers simply and easily in our Online Catalog (at www.lawsonproducts.com) by searching “NEMA” and “RoHS”, or, in our Hard Copy Catalog by looking for the NEMA/RoHS stamp.

All NEMA and RoHS certified products from Lawson ship to the customer with the appropriate Certified Seal Stamp and come with all MSDS/SDS required documentation.

Appendix C, Doc #1

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

OPEN RECORDS POLICY

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

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

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

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

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

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

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

11/15/19
Date

Authorized Signature & Title
Michael DeCata, President and Chief Executive Officer

Appendix C, Doc #2

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

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

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

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

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

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

Company Lawson Products, Inc.

Address 8770 W. Bryn Mawr Ave.
Suite #900
Chicago
Illinois
60631

Phone 800-890-8198

Fax 312-267-1734

Contact

Signature

Christina Nielsen
Printed Name

Director of Government Sales
Position with Company

Official Authorizing Proposal

Signature

Michael DeCata
Printed Name

President and Chief Executive Officer
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-561731

Date Filed:
11/14/2019

Date Acknowledged:

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

Lawson Products Inc
Chicago, IL United States

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

Region 4 Education Service Center

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

19-20
Maintenance, Repair and Operations (MRO) Supplies & Related Services

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

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

6 UNSWORN DECLARATION

My name is Michael DeCata, and my date of birth is 12/3/1957.

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

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

Executed in Cook County, State of IL, on the 25 day of November (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Michael DeCata, as an authorized representative of

Lawson Products, Inc., a contractor engaged by

Insert Name of Company

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

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

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

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

Signature of Named Authorized Company Representative — Date: 11/25/19

Michael DeCata, President and Chief Executive Officer

Form Revised 10/27/201

region 4

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

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.
i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

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

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(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 canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

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

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

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

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

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

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8. Debarment and Suspension.

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

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

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

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

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

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

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

(3) The contract is for federally required audit services.

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

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

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

9. Byrd Anti-Lobbying Amendment.

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

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Lawson Products, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Michael DeCata, President & Chief Executive Officer

Date" 11/15/19

10. Procurement of Recovered Materials.

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

b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

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

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

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

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

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

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

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

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Lawson Products, Inc.

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

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

Printed Name and Title of Authorized Representative: Michael DeCata, President and Chief Executive Officer

Email Address: govsales@lawsonproducts.com

Signature of Authorized Representative: Date: 11/15/19

Appendix C, DOC # 6

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☒No
     (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. **Diverse Vendor Certification Participation**

   Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

   a. **Minority Women Business Enterprise**
   Respondent certifies that this firm is an MWBE ☐Yes ☒No

   List certifying agency: _____

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
   Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

   List certifying agency: _____

   c. **Historically Underutilized Businesses (HUB)**
   Respondent certifies that this firm is a HUB ☐Yes ☒No

   List certifying agency: _____

   d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
   Respondent certifies that this firm is a HUBZone ☐Yes ☒No

   List certifying agency: _____

   e. **Other**
   Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No
   List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☐Yes ☒No

6.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be $60,000,000.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

Company Name Lawson Products, Inc.

Contact Person Michael DeCata

Signature

Date 11/15/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Tuesday, December 3, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. **Correct Non-Mandatory Pre-Proposal Conference time:**

   NON-MANDATORY PRE-PROPOSAL CONFERENCE

   Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on November 12, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by November 6, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

Company Name Lawson Products, Inc.

Contact Person Michael DeCata

Signature

Date 11/5/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

region 4

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

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.
i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

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

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2 Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(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 canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

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

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

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

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

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

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8. Debarment and Suspension.

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

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

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

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

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

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

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

(3) The contract is for federally required audit services.

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

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

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

9. Byrd Anti-Lobbying Amendment.

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

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Lawson Products, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Michael DeCata, President & Chief Executive Officer

Date" 11/25/19

10. Procurement of Recovered Materials.

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

b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

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

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

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

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

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

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

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

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Lawson Products, Inc.

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

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

Printed Name and Title of Authorized Representative: Michael DeCata, President and Chief Executive Officer

Email Address: govsales@lawsonproducts.com

Signature of Authorized Representative: Date: 11/25/19

Appendix C, DOC # 6

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☒No
     (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. **Diverse Vendor Certification Participation**

   Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

   a. **Minority Women Business Enterprise**
   Respondent certifies that this firm is an MWBE ☐Yes ☒No

   List certifying agency: _____

   b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
   Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

   List certifying agency: _____

   c. **Historically Underutilized Businesses (HUB)**
   Respondent certifies that this firm is a HUB ☐Yes ☒No

   List certifying agency: _____

   d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
   Respondent certifies that this firm is a HUBZone ☐Yes ☒No

   List certifying agency: _____

   e. **Other**
   Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No
   List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☐Yes ☒No

6.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be $60,000,000.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

Company Name Lawson Products, Inc.

Contact Person Michael DeCata

Signature

Date 11/25/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

region 4

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

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

Company Name Lawson Products, Inc.

Contact Person Michael DeCata

Signature

Date 11/25/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

region 4

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

NOTICE TO OFFEROR

PRE-PROPOSAL MEETNG NOTES (version 2)

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

1. Appendix B will not be provided in Word format. If more rows are needed submit an attachment utilizing the format provided in Appendix B.
2. Functional Alternatives – Strike through the item listed and add your functional alternative information.
3. Appendix E – Category-Discount tab will be updated, and a new file provided.
4. Appendix E – Provide required information. If a tab is not required indicate "Intentionally left blank". Include your entire balance of line.
5. Appendix E – If additional incentive or volume discounts are offered indicate that within your response in Binder Tab 2.
6. Appendix E – Manufacturer information, if available is listed/provided. No other information is available.
7. Revised questions and RFP due date will be provided in Addendum #2. Region 4 is closed Thanksgiving week and from December 16, 2019 to January 5, 2020 for the holidays.
8. Redlines to any the OMNIA Partners documents must be submitted with your response.
9. Page 39 – correction to paragraph labels will be included in Addendum #2.
10. Appendix C will be amended in Addendum #2 with FEMA language.
11. Appendix D – OMNIA Partners documents, the Administrative Agreement can be signed in your response or a clean copy will be provided when potential awardees are identified. Exhibits F and G must be signed and submitted with the offeror's response.

12. Price lists – please complete Exhibit E – Price Lists. It is not required to submit your entire catalog with pricing.

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.
Lawson Products, Inc. offers over 240,000 sku's. The Country of Origin is available upon request.
Does offeror agree? YES MGD Initials of Authorized Representative of offeror

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Lawson Products, Inc.

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

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

Printed Name and Title of Authorized Representative: Michael DeCata, President and Chief Executive Officer

Email Address: govsales@lawsonproducts.com

Signature of Authorized Representative: Date: 11/15/19

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

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

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

Company Name: Lawson Products, Inc.

Street: 8770 W. Bryn Mawr Ave., Ste. #900

City, State, Zip Code: Chicago, IL 60631

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Michael DeCata *, an authorized representative of* Lawson Products, Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

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

Name	Address	Interest
Lawson Products, Inc., an Illinois Corporation, is a wholly owned subsidiary of Lawson Products, Inc., a Delaware corporation. Please find the attached "Security Ownership of Certain Beneficial Owners and Management."		

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

11/15/19

Date

Authorized Signature and Title

Michael DeCata, President and Chief Executive Officer

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information as of March 20, 2019 concerning the beneficial ownership by each person (including any "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) known by the Company to own beneficially more than 5% of the outstanding shares of common stock of the Company, each director and director nominee, each named executive officer, and all executive officers and directors as a group. Unless otherwise noted below, the address of each beneficial owner listed in the table is 8770 West Bryn Mawr Avenue, Chicago, Illinois, 60631. Because the voting or dispositive power of certain stock listed in the following table is shared, in some cases the same securities are included with more than one name in the table. The total number of the Company's shares of common stock issued and outstanding as of March 20, 2019 is 8,962,450.

	Sole Dispositive Power	Restricted Stock Awards (1)	Total	%
Five Percent Stockholders				
Luther King Capital Management Corporation	4,301,249 (2)	—	4,301,249	48.0%
301 Commerce Suite 1600				
Fort Worth, Texas 76102				
Dimensional Fund Advisors LP	592,307 (3)	—	592,307	6.6%
6300 Bee Cave Road				
Austin, Texas 78746				
BlackRock, Inc	510,714 (4)	—	510,714	5.7%
55 East 52nd Street				
New York, New York 10055				
Non-Executive Directors				
Andrew B. Albert	46,658	3,260	49,918	0.6%
I. Steven Edelson	31,658	3,260	34,918	0.4%
Lee S. Hillman	35,947	3,260	39,207	0.4%
J. Bryan King	4,294,201 (5)	3,260	4,297,461	47.9%
Thomas S. Postek	64,243	3,260	67,503	0.8%
Wilma J. Smelcer	34,447	3,260	37,707	0.4%
Named Executive Officers				
Michael G. DeCata	34,302	36,083	70,385	0.8%
Neil E. Jenkins	15,779	14,356	30,135	0.3%
Ronald J. Knutson	15,235	12,998	28,233	0.3%
All Officers & Directors	4,572,470	82,997	4,655,467	51.9%

(1) Unvested restricted stock awards, which have no voting or dividend rights and are non-transferable, will be exchanged for shares of the Company's Common Stock on their respective vesting dates.

(2) Based on a Schedule 13D/A filed with the SEC on January 18, 2019. Includes (i) 1,689,358 shares held by PDLP Lawson, LLC (PDP), (ii) 250,000 shares held by LKCM Investment Partnership, L.P. (LIP), (iii) 26,102 shares held by LKCM Micro-Cap Partnership, L.P. (Micro), (iv) 10,128 shares held by LKCM Core Discipline, L.P. (Core), (v) 592,326 shares held by LKCM Headwater Investments II, L.P. (Headwater) and 1,723,787 shares held by Headwater Lawson Investors, LLC (HWLI). Luther King Capital Management Corporation is the investment manager for PDP, LIP, Micro, Core, Headwater and HWLI. J. Luther King, Jr. is a controlling stockholder of Luther King Capital Management Corporation and general partner of LIP, J. Luther King, Jr. and J. Bryan King are controlling members of the general partners of Micro and Core, and J. Bryan King is a controlling member of the general partners of Headwater. Each of the persons and entities listed in this footnote expressly disclaims membership in a group under the Securities Exchange Act of 1934, as amended, and expressly disclaims beneficial ownership of the securities reported in the table, except to the extent of its pecuniary interest therein. See also footnote 5.

(3) Based on Schedule 13G filed with the SEC on February 8, 2019, Dimensional Fund Advisors LP beneficially held sole voting power for 552,209 shares and held sole dispositive power for 592,307 shares on December 31, 2018.

(4) Based on a Schedule 13G filed with the SEC on February 5, 2019. BlackRock, Inc. beneficially held sole dispositive power for 510,714 shares and sole voting power for 466,191 shares on December 31, 2018.

(5) Includes (i) 1,689,358 shares held by LKCM Private Discipline Master Fund, SPC, on behalf of its wholly owned subsidiary PDP, (ii) 26,102 shares held by Micro, (iii) 10,128 shares held by Core, (iv) 592,326 shares held by Headwater and 1,723,787 shares held by HWLI. LKCM Private Discipline Management, L.P. holds the management shares of PDP, and LKCM Alternative Management, LLC (PDP GP) is its general partner. LKCM Micro-Cap Management, L.P. (Micro GP) is the general partner of Micro. LKCM Core Discipline Management, L.P. (Core GP) is the general partner of Core. LKCM Headwater Investments II GP, L.P. (Headwater GP) is the general partner of Headwater. Mr. King is a controlling member of PDP GP, Micro GP, Core GP, and Headwater GP. Mr. King expressly disclaims beneficial ownership of the securities reported herein, except to the extent of his pecuniary interest therein. See also footnote 2.

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Lawson Products, Inc.

Street: 8770 W. Bryn Mawr Ave., Suite #900

City, State, Zip Code: Chicago, IL 60631

State of Illinois

County of Cook

I, Michael DeCata *of*
the Lawson Products, Inc. Chicago
Name *City*

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

I am the President and Chief Executive Officer *of the firm of*
Lawson Products, Inc.
Title *Company Name*

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

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

Lawson Products, Inc.
Company Name

Authorized Signature & Title
Michael DeCata, President and Chief Executive Officer

Subscribed and sworn before me

this 25th day of November, 2019

Maria S. Cassin
Notary Public of Cook County, Illinois
My commission expires May 19, [redacted], 2021

OFFICIAL SEAL
MARIA S CASSIN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires May 19, 2021

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Lawson Products, Inc.

Street: 8770 W. Bryn Mawr Ave., Suite #900

City, State, Zip Code: Chicago, IL 60631

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

11/15/19

Date

Authorized Signature and Title
Michael DeCata, President and Chief Executive Officer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent
Michael DeCata, President and Chief Executive Officer

Certification 1738

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2017 to 15-JAN-2020

LAWSON PRODUCTS, INC.
8770 WEST BRYN MAWR AVE. SUITE 900
CHICAGO IL 60631-3515

FORD M. SCUDDER
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Lawson Products, Inc.		
Address:	8770 W. Bryn Mawr Ave., Suite #900		
City:	Chicago	State: IL	Zip: 60631

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Michael DeCata	President and Chief Executive Officer
Signature	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	$ N/A

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: N/A
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Lawson Products, Inc., an Illinois Corporation, is a wholly owned subsidiary of Lawson Products, Inc. a Delaware corporation. Please find the attached "Security Ownership of Certain Beneficial Owners and Management.

Stockholders:

Name: Lawson Products, Inc. Home Address: 8770 W. Bryn Mawr Ave., Ste. #900, Chicago, IL 60631	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15th day of November, 2019.

(Notary Public)

My Commission Expires: May 19, 2021

OFFICIAL SEAL
MARIA S CASSIN
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires May 19, 2021

(Affiant)

Michael DeCata, President and Chief Executive Officer
(Print name & title of affiant)

(Corporate Seal)

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information as of March 20, 2019 concerning the beneficial ownership by each person (including any "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) known by the Company to own beneficially more than 5% of the outstanding shares of common stock of the Company, each director and director nominee, each named executive officer, and all executive officers and directors as a group. Unless otherwise noted below, the address of each beneficial owner listed in the table is 8770 West Bryn Mawr Avenue, Chicago, Illinois, 60631. Because the voting or dispositive power of certain stock listed in the following table is shared, in some cases the same securities are included with more than one name in the table. The total number of the Company's shares of common stock issued and outstanding as of March 20, 2019 is 8,962,450.

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Fort Worth, Texas 76102				
Dimensional Fund Advisors LP	592,307 (3)	—	592,307	6.6%
6300 Bee Cave Road				
Austin, Texas 78746				
BlackRock, Inc	510,714 (4)	—	510,714	5.7%
55 East 52nd Street				
New York, New York 10055				
Non-Executive Directors				
Andrew B. Albert	46,658	3,260	49,918	0.6%
I. Steven Edelson	31,658	3,260	34,918	0.4%
Lee S. Hillman	35,947	3,260	39,207	0.4%
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All Officers & Directors	4,572,470	82,997	4,655,467	51.9%

(1) Unvested restricted stock awards, which have no voting or dividend rights and are non-transferable, will be exchanged for shares of the Company's Common Stock on their respective vesting dates.

(2) Based on a Schedule 13D/A filed with the SEC on January 18, 2019. Includes (i) 1,689,358 shares held by PDLP Lawson, LLC (PDP), (ii) 250,000 shares held by LKCM Investment Partnership, L.P. (LIP), (iii) 26,102 shares held by LKCM Micro-Cap Partnership, L.P. (Micro), (iv) 10,128 shares held by LKCM Core Discipline, L.P. (Core), (v) 592,326 shares held by LKCM Headwater Investments II, L.P. (Headwater) and 1,723,787 shares held by Headwater Lawson Investors, LLC (HWLI). Luther King Capital Management Corporation is the investment manager for PDP, LIP, Micro, Core, Headwater and HWLI. J. Luther King, Jr. is a controlling stockholder of Luther King Capital Management Corporation and general partner of LIP, J. Luther King, Jr. and J. Bryan King are controlling members of the general partners of Micro and Core, and J. Bryan King is a controlling member of the general partners of Headwater. Each of the persons and entities listed in this footnote expressly disclaims membership in a group under the Securities Exchange Act of 1934, as amended, and expressly disclaims beneficial ownership of the securities reported in the table, except to the extent of its pecuniary interest therein. See also footnote 5.

(3) Based on Schedule 13G filed with the SEC on February 8, 2019, Dimensional Fund Advisors LP beneficially held sole voting power for 552,209 shares and held sole dispositive power for 592,307 shares on December 31, 2018.

(4) Based on a Schedule 13G filed with the SEC on February 5, 2019. BlackRock, Inc. beneficially held sole dispositive power for 510,714 shares and sole voting power for 466,191 shares on December 31, 2018.

(5) Includes (i) 1,689,358 shares held by LKCM Private Discipline Master Fund, SPC, on behalf of its wholly owned subsidiary PDP, (ii) 26,102 shares held by Micro, (iii) 10,128 shares held by Core, (iv) 592,326 shares held by Headwater and 1,723,787 shares held by HWLI. LKCM Private Discipline Management, L.P. holds the management shares of PDP, and LKCM Alternative Management, LLC (PDP GP) is its general partner. LKCM Micro-Cap Management, L.P. (Micro GP) is the general partner of Micro. LKCM Core Discipline Management, L.P. (Core GP) is the general partner of Core. LKCM Headwater Investments II GP, L.P. (Headwater GP) is the general partner of Headwater. Mr. King is a controlling member of PDP GP, Micro GP, Core GP, and Headwater GP. Mr. King expressly disclaims beneficial ownership of the securities reported herein, except to the extent of his pecuniary interest therein. See also footnote 2.

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Bid #: 19-20 **Bidder/Offeror:** _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael DeCata Signature: _____

Title: President & Chief Executive Officer Date: 11/15/19

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LAWSON PRODUCTS, INC.
Trade Name:	
Address:	8770 WEST BRYN MAWR AVENUE STE 900 CHICAGO, IL 60631
Certificate Number:	1534961
Effective Date:	January 11, 2010
Date of Issuance:	December 04, 2019

For Office Use Only:

20191204173134927

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below
☒ City of Lincoln ☒ Lancaster County ☒ Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than $25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

☒ **1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

☒ **1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

☒ **1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

☐ **1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than $1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

☒ **1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than $500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

☐ **1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

☐ **1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

☐ **1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3)Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

☐ **1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than $1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

☐ **1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

☐ **1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

☐ **1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/2020

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

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

PRODUCER
Marsh USA Inc.
One Towne Square Suite 1100
Southfield, MI 48076
Attn: DetroitGroupCaptive.CertRequest@marsh.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lawson Products Inc
8770 W Bryn Mawr Avenue
Chicago, IL 60631

COVERAGES **CERTIFICATE NUMBER:** CHI-008922189-08 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5180102	03/01/2020	03/01/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC080756238 (AOS)	03/01/2020	03/01/2021	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC080756237 (CA) Excludes ND,OH,WA,WY, P.R. or V.I.	03/01/2020	03/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as additional insured for general liability as required by written contract or written agreement, per policy terms and conditions. Waiver of Subrogation applies to Workers' Compensation in favor of the Certificate Holder where required by written contract.

CERTIFICATE HOLDER

City of Lincoln - Lancaster County
Lincoln-Lancaster County Public Building Commission
555 So. 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
John C Hurley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2020 forms a part of Policy No. WC 080-75-6238

Issued to LAWSON PRODUCTS, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by

Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **03/01/2020** forms a part of Policy No. **WC 080-75-6237**

Issued to **LAWSON PRODUCTS, INC.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be **2.00** % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

DRAFT

Authorized Representative

LAWSPRO-01 SPINCHCOFSKY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2020

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

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

PRODUCER
Associated
1701 Golf Road #3-700
Rolling Meadows, IL 60008

CONTACT NAME:
PHONE (A/C, No, Ext): (847) 427-8400 FAX (A/C, No): (847) 427-3430
E-MAIL ADDRESS: assocagencies@associated.cc

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : James River Insurance Company	12203
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lawson Products Inc
8770 West Bryn Mawr Avenue
Chicago, IL 60631-3515

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		83UECAR9925	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Hired Non Owned Auto	X		CA43600329-05	3/1/2020	3/1/2021	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are additional insureds when required by written contract.

CERTIFICATE HOLDER

City of Lincoln - Lancaster County Lincoln
Lancaster County Public Building Commission
555 So. 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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83UECAR9925

COMMERCIAL AUTOMOBILE
HA 99 16 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED
   A. Subsidiaries and Newly Acquired or Formed Organizations

      The Named Insured shown in the Declarations is amended to include:

      (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

      (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

      (a) That is a partnership or joint venture,

      (b) That is an "insured" under any other policy,

      (c) That has exhausted its Limit of Insurance under any other policy, or

      (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

      Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. Employees as Insureds

      Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

      d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. Lessors as Insureds

      Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

      e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

      (1) The agreement requires you to provide direct primary insurance for the lessor and

      (2) The "auto" is leased without a driver.

      Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

   D. Additional Insured If Required by Contract

      (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

      f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties In The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

   E. Primary and Non-Contributory If Required by Contract

      Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

      (3) Primary Insurance When Required By Contract

      This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

      (4) Primary And Non-Contributory To Other Insurance When Required By Contract

      If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

      Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

      When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

      When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

      (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

      (2) The total of all deductible and self-insured amounts under all that other insurance.

      We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

   Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

   The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

   EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

   Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

   If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is:

   (1) $100,000;

   (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

   (3) The cost of repairing or replacing the damaged or stolen property,

   whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

   We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

   This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

   Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

   Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

   "Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

   Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

   The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

   a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

      Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

      (1) Permanently installed in or upon the covered "auto";

      (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

      (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

   b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

      $1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

      (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

      (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

      (3) An integral part of such equipment.

   c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

   Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

    Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

    No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

    Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

    If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

    (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

    (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

    The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

    (1) You, if you are an individual;

    (2) A partner, if you are a partnership;

    (3) A member, if you are a limited liability company; or

    (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

    If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

    Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

    e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

    TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY/NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
As required by Written Contract

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

and caused by an "accident" resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by a contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your written contract or agreement for the additional insured(s) shown in the Schedule has been fulfilled or expires or this Policy expires whichever date is earlier.

B. For the purposes of coverage provided by this endorsement, the following is added to **Section IV B. General Conditions, item 5. Other Insurance,** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured(s) shown in the Schedule provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

C. For the purposes of coverage provided by this endorsement, the following is added:

Waiver of Subrogation

We waive any right of recovery we may have against the additional insured(s) shown in the Schedule because of payments we make for "bodily injury" or "property damage":

1. as a result of your written contract or written agreement with the additional insured; and
2. arising out of an "accident" resulting from the ownership, maintenance or use of a covered "auto.

This Waiver of Subrogation applies only to the additional insured(s) shown in the Schedule.

D. **Section III – Limits Of Insurance** is amended to add the following:

With respect to the insurance afforded to these additional insured(s) shown in the Schedule, the following is added:

The most we will pay on behalf of the additional insured(s) shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED