****** STATE OF MARYLAND ***********

BPO NO: 001B5600316 **PRINT DATE:** 04/30/25 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

LAWSON PRODUCTS INC

8770 W BRYN MAWR AVE STE 600

CHICAGO, IL

(866) 529-7664

REFER QUESTIONS TO:

MATTHEW SMITH (410)767-3039

MATTHEW.SMITH2@MARYLAND.GOV

ITB: | **EXPR DATE:** 08/31/26 | I

POST DATE: 04/28/25

60631

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY

.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT

FOR

MAINTENANCE, REPAIR, OPERATING SUPPLIES(MRO)

MAINTENANCE, REFAIR, OFERATING SOFFILES (MRO)

THIS IS A FULL COMMODITY CONTRACT. FOR CURRENT PRODUCT AND PRICING LIS T, REFER TO:

HTTPS://WWW.NASPOVALUEPOINT.ORG/PORTFOLIO/FACILITIES-MRO-AND-INDUSTRIAL-SUPPLIES-2024-2030/LAWSON-PRODUCTS-INC/

TO UTILIZE THE FACILITIES MANAGEMENT SERVICES OFFERED BY LAWSON, THE REQUESTING AGENCY SHALL FIRST CONSULT THE OFFICE OF STATE PROCUREMENTS POLICIES AND PROCEDURES: HTTPS://PROCUREMENT.MARYLAND.GOV/

THIS CONTRACT IS BEING LED BY THE COMMONWEALTH OF KENTUCKY.

VENDOR CONTACT: LISA CASTANON

VENDOR EMAIL: GOVERMENT.SALES@LAWSONPRODUCTS.COM

VENDOR PHONE: 800-890-8198

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

ELECTRONIC TRANSACTION FEE:

A.CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT

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TERMS (cont'd):

SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED

DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

- B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN FORTY FIVE (45) ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV
- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE STATE WILL BE GIVEN REASONABLE ADVANCE NOTICE OF THE AUDIT AND THE AUDIT WILL BE CONDUCTED SO AS NOT TO UNREASONABLY INTERFERE WITH THE CONDUCT OF CONTRACTOR'S BUSINESS.IF, AS A RESULT OF SUCH AUDIT, IT IS DETERMINED THAT CONTRACTOR HAS OVERCHARGED THE STATE, THE STATE WILL NOTIFY CONTRACTOR OF THE AMOUNT OF SUCH OVERCHARGE AND CONTRACTOR WILL VALIDATE SUCH OVERCHARGE. CONTRACTOR WILL PROMPTLY PAY THE STATE THE AMOUNT OF THE OVERCHARGE WITHIN THIRTY (30) DAYS OF VALIDATION.
 - D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITIN THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

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TERMS (cont'd):

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE
 - (I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT,
 - (II) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT AN ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

TERMS & CONDITIONS PURSUANT TO NASPO VALUE POINT CONTRACT: MA $758\ 2500000412$.

PRICING DOCUMENTATION ATTACHED TO BPO.

******* STATE OF MARYLAND **********

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AUTHORIZED BY: Matthew Smith Procureme

Procurement Officer DATE: 4/30/2025

IV. Percentage Off List Per Category

In the table below, Offerors shall provide their minimum percentage off List Price of Offeror's eCommerce Market. Offerors are not required to complete the percentage discount in the categories they are not proposing. The proposed discount percentage must not exceed one digit to the right of the decimal point (i.e.10.4% is acceptable while 10.43% is not).

Offerors receiving a Master Agreement award can give a deeper discount to Participating Entities and Purchasing Entities at any time, which is encouraged. This will be the minimum discount that must be given per category. If there is an ADDITIONAL percentage off EPP, Offerors must designate here, otherwise the percentage off in the category shall apply.

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

^{***}Lawson Products minimum discount percentages are based on Lawson Products' Distribution List Price. Lawson Products will provide an electronic Distribution List Price upon request.