

# **REQUEST FOR PROPOSAL #R10-1160 FOR: Maintenance, Repair and Operations**

October 13, 2023

**Section Two:**  
Proposal Submission, Questionnaire and  
Required Forms

# SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

## VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of January 1, 2024, by and between Lawson Products, Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“the products and services”).*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

## 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **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.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. 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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **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

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency.

The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.  
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor 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.

- 11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **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.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **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.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures**: Vendor 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. Vendor 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.

- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.9 **Boycott Certification**: Vendor hereby certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

**PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name \_\_\_\_\_  
Address Lawson Products, Inc.  
City/State/Zip 8770 W. Bryn Mawr Ave., Suite 900  
Telephone No. Chicago, IL 60631  
Fax No. (800) 890-8198  
Email address (312) 267-1734  
Printed name government.sales@lawsonproducts.com  
Position with company Matthew Brown  
Authorized signature Vice President, Sales  


**Term of contract** January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

Jan 4, 2024  
\_\_\_\_\_  
Date

Dr. Rickey Williams  
\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1160B

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

**PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- PROPOSAL FORM 5: DEBARMENT NOTICE**
- PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)



## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 30 additional pages.** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Lawson Products, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Lisa Castanon Manager, Government Contracts and Compliance <a href="mailto:government.sales@lawsonproducts.com">government.sales@lawsonproducts.com</a> 800-890-8198 or 773-304-5438
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes

	<i>Do you offer any volume discounts or cost-saving strategies for customers? If yes, please describe.</i>	Lawson Products offers: <ul style="list-style-type: none"> <li>- A 1% discount if invoices are paid within 10 days, excluding credit card payments</li> <li>- Larger order discounts on a case-by-case basis</li> </ul>
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, we are responding with our full line catalog and line extensions for all categories.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	Most favored category discount off Lawson Products distribution price list. Agencies will be able to log on to Lawsonproducts.com to see their customized pricing.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Lawson Products will invoice once the product ships. If an item is on backorder, will invoice once the item ships. Lawson Products accepts credit card payments with Visa, Mastercard, Discover, and American Express. Other payment methods include mailing payment to a remittance address, paying by phone, and ACH. Customers can benefit from a 1% discount if payment is made within 10 days; otherwise, net due in 30 days. The early pay discount is not applicable to credit card payments.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		
Product quality and features	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>By choosing Lawson Products, you will benefit from a MRO industrial supplier providing industry-leading maintenance engineered products, cost savings, expert technical support, and visibility and accountability into spend on a strategic level. Including a dedicated, single point of contact for your day-to-day questions and needs.</p> <p>Our proposal offers a comprehensive approach by integrating the following elements into a cohesive, cost-reducing procurement program:</p> <ul style="list-style-type: none"> <li>A complete line of maintenance engineered fasteners and related hardware</li> <li>Specialized pricing for your unique items including freight inclusive on standard shipping</li> <li>Dedicated local account manager to answer all questions and take care of any needs</li> <li>The ease and reliability of a Vendor Management Inventory (VMI) program</li> <li>Proven strategies that reduce product and process costs</li> <li>Superior distribution capabilities through our low-cost, strategic network</li> <li>Flexible reporting and billing options to meet your needs</li> <li>A relentless focus on continuous improvement and quality assurance</li> </ul>

		<p>We also offer value-added services that differentiates us from typical vendors through inventory solutions, broad product knowledge for best-use applications, product education, and investment back into the company to empower customers and field sales representatives.</p> <p>We work to make your operations more efficient and productive, so your end-users stay focused on the tasks that are most critical to your operational success.</p> <p>Lawson Products is more than a supplier: our goal is to be a true business partner. We are committed to developing innovative solutions that will result in long-term benefits for you.</p>
	<p><i>Describe how your products and services comply with applicable industry regulations/standards.</i></p>	<p>Although Lawson Products is not a manufacturer, we understand the importance of validating products against set specifications. To ensure that procedures developed from our Lean and Six Sigma methodologies are being followed correctly, internal and external audits are performed at regular intervals. Lawson Products has a trained staff of internal auditors that perform monthly audits on all quality-related procedures. External audits are performed by our registration company (UL/DQS) twice a year. Lawson Products is also ISO certified. The International Organization for Standardization establishes processes and practices intended to ensure compliance with the requirements of ISO 9001:2015.</p>
	<p><i>Outline how your products compare to those of your competitors.</i></p>	<p>Lawson Products offers products that are specified and engineered for rigorous maintenance and repair applications. Additionally, Lawson Products' product line is focused on small, consumable parts used in automotive, fleet, and equipment maintenance repair. We also offer value-added services that differentiates us from typical suppliers through inventory solutions, broad product knowledge for best use applications, product education and investment back into the company to empower customers and field sales representatives. Lawson Products offers value added product and solution training and seminars to help offer different solutions.</p> <p>Our ability to service our customers with just-in-time Vendor Managed Inventory (VMI) sets us apart from our competitors. Although other competitors offer VMI, Lawson Products provides a dedicated, local sales representative so there is continuity in the account and familiarity with their needs. Customers also have access to our full distribution centers, our dedicated customer service staff, a fully supported engineering staff, and training staff at the ready to service your specific needs.</p>

		<p>Lawson Products also provides a variety of product offerings for specific needs.</p> <ul style="list-style-type: none"> <li>● Lawson Products Assortment Selection Custom parts and supplies to meet your specific needs.</li> <li>● Mix Assortments to Fit Your Needs Pre-packaged drawers accommodate commonly used product sizes and styles, or customized assortments can be built to suit your operations.</li> <li>● Pre-Stocked Storage Systems Built for Use Constructed of heavy gauge steel and designed to assemble easily and use a minimum amount of floor space.</li> <li>● Easy to Identify Parts Back-plates conveniently identify parts and bins are clearly marked with easy-to-read labels.</li> </ul>
	<p><i>Outline your delivery process such as product tracking capabilities, and ensuring timely order fulfillment.</i></p>	<p>Lawson Products has four state-of-the-art distribution centers across the U.S. that:</p> <ul style="list-style-type: none"> <li>- Ship 99% of all lines complete within 24 hours</li> <li>- Offer will-call services at each center</li> <li>- Ship FOB Destination or freight inclusive for standard shipping methods</li> <li>- Guarantee next-day delivery in an emergency utilizing air freight service.</li> <li>- Tracking for shipments is available within 24 hours of shipping.</li> </ul> <p>With Lawson Products' policy of 24-hour shipping and having the right product when you need it, we can ensure product gets in the hands of all customers within a 24-hour period and allow end users to simply focus on their mission.</p>
	<p><i>Outline measures in place to ensure product availability and your stock availability rate.</i></p>	<p>Lawson Products will use Customer Demand Planning (CDP) to develop demand forecasts for service-planning processes, production, inventory planning and revenue planning. Combined with our VMI program, CDP ensures product availability for the usage history at each location and customer satisfaction with product assortment and service.</p> <p>First, we will forecast product demand based on your past and present usage history using up to 26 different algorithms. If the business is new to Lawson Products and not part of our current history, we control demand planning through communication/forecasting data provided by the account and the sales rep.</p> <p>After 60 days, the system will detect sales trends and automatically start to increase the raw forecast. Communication with your locations/sales representative and the government team will continue to identify the items in demand and future forecast needs.</p>

		<p>We also have the flexibility to adjust or hard key safety stock levels to protect or control inventory levels, and we have found a combination of forecast and stock level adjustments work best.</p>
	<p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p>	<p>Lawson Products can meet the needs of customers in all 50 states, Puerto Rico, Canada, Mexico and the Caribbean.</p>
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>Lawson Products has four state-of-the-art distribution centers across the U.S. that:</p> <ul style="list-style-type: none"> <li>● Ship 99% of all lines complete within 24 hours</li> <li>● Offer will-call services at each center</li> <li>● Ship FOB Destination for standard shipping methods</li> <li>● Guarantee next day delivery in an emergency utilizing air freight service, if necessary</li> <li>● Offer customer emergency pick-up service for necessary parts through will-call</li> </ul> <p>Lawson Products McCook  Size: 420,000 SF  8801 W. 47th St.  McCook, IL 60525</p> <p>Lawson Products Suwanee  Size: 101,800 SF  1197 Satellite Blvd  Suwanee, GA 30024</p> <p>Lawson Products Reno  Size: 111,248 SF  1381 Capital Boulevard  Reno, NV 89502</p> <p>Lawson Products Dallas  Size: 55,000 SF  4695 Clover Haven St  Suite 180  Dallas, TX 75227</p>

	<p><i>Outline any other capabilities not already addressed.</i></p>	<p>We aspire to be our customers’ first choice for MRO solutions that improve their operating performance. Lawson Products continues to evolve and recognizes that, now more than ever, success depends on teamwork and a progressive response to meet the needs of our customers.</p> <p>When you partner with Lawson Products, we will provide:</p> <ul style="list-style-type: none"> <li>Overall cost savings</li> <li>Vendor consolidation – single point of contact</li> <li>Custom and standardized inventory</li> <li>Lawsonproducts.com</li> <li>Increased productivity with MRO inventory management</li> <li>Customer Managed Inventory (CMI) capabilities</li> <li>Transparent MRO reporting</li> <li>Long-term MRO solutions</li> <li>Field Technical Specialist</li> <li>Application-matched product solutions that reduce downtime</li> </ul> <p>Lawson Products’ 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 are one of our primary considerations. Lawson Products 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.</p>
	<p><i>Describe your company’s capability to service agencies outside of geography/physical locations through an e-commerce platform.</i></p>	<p>Purchasing entities will have access to <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a>, where the customer will be able to register, place orders, track orders, and create personal lists for high-use items. Additionally, Lawson Products’ website provides status for orders placed online, as well as order history for all other orders placed. Lawson Products has a true B2B/B2G website where multiple users can be associated with the same account number if requested.</p> <p>Lawson Products continues to upgrade and add features to make the end users’ experience easier and more efficient. Currently, Lawson Products is testing Workflow Management System (WfMS), a system that defines, creates and manages the execution of workflows. Through the use of this software, users can build carts, hold carts, and approve online shopping carts by designated users.</p>

		<p>Our dedicated eProcurement website offers one of the fastest integrations in the industry:</p> <ul style="list-style-type: none"> <li>• Standards-based eProcurement solutions for hassle-free integration</li> <li>• E-invoicing capabilities</li> <li>• Ariba Ready certified for catalog and punchout</li> <li>• Customized catalogs and customer-specific pricing</li> <li>• Knowledgeable team of seasoned professionals supporting implementations</li> <li>• Advanced features such as on the fly spot buy and instant quotes complement the VMI services offered by our experienced sales representatives.</li> <li>• eProcurement Solutions</li> <li>• Punchout catalogs with support for "edit" and "inspect" carts</li> <li>• Level 2 punchout with support for "store", "isle", "shelf" and "item" level connection</li> <li>• CIF 2.0 and 3.0 catalogs</li> <li>• Custom catalogs using CSV or other delimiters</li> <li>• UNSPSC coding standards</li> <li>• EDI</li> <li>• cXML</li> <li>• XML</li> </ul>
<p>Response to emergency orders and maintenance repair/requests</p>	<p><i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i></p>	<p>After-hours support is available through 1-800-890-8198 by leaving a message and calls will be returned within 30 minutes. Additionally, Government Sales Managers will be providing participating entities with their cell phone number for immediate assistance. Lawson Products is available 24/7/365 via our website at <a href="http://www.Lawsonproducts.com">www.Lawsonproducts.com</a>.</p> <p>Priority or urgent orders can be shipped Next Day Air upon request. Expedited freight charges will apply.</p>
	<p><i>Outline how you handle product returns and any warranties/product guarantees offered.</i></p>	<p>Lawson Products has a standardized return policy. If you are not satisfied with a product, please contact us. We will promptly provide an exchange or refund for products returned (except for custom and hazardous materials) within 90 days of shipment that are in original packaging and in resalable condition.</p> <p>Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local sales representative. RMAs and pre-paid</p>

		<p>shipping labels will be provided to the customer. Once the products are returned, Lawson Products will credit the customer immediately. In instances where a backorder takes longer than normal, the purchasing entity will be contacted to approve backorder or cancellation. If an item is discontinued and an alternate item is available, we notify the customer to see if the alternate part number will be approved for their order. Working with the customer to update their purchase order or cost, if required. At no time does Lawson Products automatically substitute products or change part numbers without consent.</p> <p>Lawson Products also offers the following warranty:  Limited warranty: all products sold are warranted by Lawson Products only to customers for: (i) resale; or (ii) use in business, government or original equipment manufacturer. Lawson Products warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase from Lawson Products, unless otherwise stated. Provided that Lawson Products accepts the product for return during the limited warranty period, Lawson Products may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by customer. Customer must return the product to the appropriate Lawson Products location, as designated by Lawson Products, shipping costs prepaid. Lawson Products' repair, replacement, or refund of amounts paid by customer for the product, shall be customer's sole and exclusive remedy.</p> <p>Warranty disclaimer: (a) no warranty or affirmation of fact, express or implied, other than as set forth in the limited warranty statement above, is made or authorized by Lawson Products. Lawson Products disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Lawson Products expressly disclaims any warranty that the products: (i) are merchantable; (ii) fit for a particular purpose; or (iii) do not and will not infringe upon other's intellectual property rights. (b) Lawson Products makes no warranties to those defined as consumers in the Magnusson-moss warranty-federal trade commission improvement act.</p> <p>Limitation of liability: Lawson Products expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages. Lawson Products' liability in all circumstances is limited to, and shall not exceed, the purchase price paid for the product that gives rise to any liability.</p>
Integration with other platforms	<i>Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and/or Ariba.</i>	Lawson Products' standards-based e-procurement solutions allow us to easily connect to third-party eProcurement systems. Here is a partial list:



		<ul style="list-style-type: none"> <li>• Ariba</li> <li>• Birch Street Systems</li> <li>• BuyEfficient</li> <li>• Coupa</li> <li>• Direct EDI</li> <li>• eVA</li> <li>• Exostar</li> <li>• FedMall</li> <li>• GSAAdvantage</li> <li>• Infor / Datastream</li> <li>• JAGGAER (SciQuest)</li> <li>• NEXEMO</li> <li>• NC eProcurement</li> <li>• Oracle Exchange</li> <li>• Peoplesoft</li> <li>• SAP</li> <li>• Taulia</li> <li>• Tradeshift</li> <li>• Yardi (SiteStuff)</li> <li>• Many more standards-based marketplaces</li> </ul>
Customer service/problem resolution	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>Lawson Products is committed to the utmost quality of its products and services. If there is any question, issue, or default in those provided, we will work to resolve the issue in the most efficient and effective manner possible.</p> <p>Lawson Products' Customer Service department is available Monday through Friday from 7:00 AM – 7:00 PM CST via telephone number 866-529-7664. Our Customer Service department process for responding to customer inquiries via phone or email is within 24/48 hours, depending on the complexity. Via telephone, simple inquiries are answered immediately. If the inquiry requires additional research, response time can take up to 48 hours.</p> <p>Lawson Products' Government Customer Support Team is available specifically for our government customers, to place orders, help answer specialized contract and compliance questions, and ensure the requirements of the contract are met by both Lawson Products and customer entities. Lawson Products' Government Customer Support Team is available 6:00 AM to 5:30 PM, CST; Monday-Friday at 800-890-8198 or via email at <a href="mailto:government.sales@lawsonproducts.com">government.sales@lawsonproducts.com</a> and fax.</p>

		<p>After-hours support is available through 1-800-890-8198 by leaving a message and calls will be returned within 30 minutes. Additionally, Government Sales Managers will be providing participating entities with their cell phone number for immediate assistance.</p> <p>Lawson Products is available 24/7/365 via our website at <a href="http://www.Lawsonproducts.com">www.Lawsonproducts.com</a>.</p> <p>In the event, the question is specific to an application or usage, Lawson Products' Technical and Engineering Support Team is available to answer questions. They can also address safety requirements and concerns. In addition, Lawson Products offers safety documentation and reference materials, including SDS, product brochures and wall charts, and how-to videos. Lawson Products' Technical and Engineering Support Team is available 7:00 AM to 7:00 PM, CST; Monday-Friday at 1-866-Lawson-4U (866-529-7664) or via email and fax.</p>
<p>Financial condition of vendor</p>	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i></p>	<p>Lawson Products has been providing goods and services for over 70 years in the United States and Canada. Lawson Products has held a GSA schedule since 2001. In 2022, Lawson Products' total net sales was \$442,660,000. Lawson Products is a publicly traded company.</p> <p>Lawson Products' total government sector is approximately 10% of total company sales. Lawson Products continues to partner with many different agencies and departments including but not limited to:</p> <ul style="list-style-type: none"> <li>• Department of Transportation</li> <li>• Department of Corrections</li> <li>• Transit Authorities, including air, rail, ports, and highways</li> <li>• Departments of Public Works</li> <li>• Local municipalities</li> <li>• Fleet Management Department</li> <li>• Parks Department</li> <li>• Primary Education</li> <li>• Higher Education and more</li> </ul> <p>Lawson Products continues to invest in the government team as it continues to grow and add new customers. Lawson Products is in a unique position with our new leadership and ownership, as they are investing in our technology and people. We are currently adding new product lines, upgrading technology including adding new features to <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> and investing in our people to help them grow professionally.</p>

		<p>Add investor relations link Please see the most recent financial statement included.  <a href="https://investor.distributionsolutionsgroup.com/sec-filings/sec-filing/10-k/0000703604-23-000033">https://investor.distributionsolutionsgroup.com/sec-filings/sec-filing/10-k/0000703604-23-000033</a></p>
<p>Contract implementation / Customer training</p>	<p><i>What was your annual sales volume over last three (3) years?</i></p> <p><i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i></p>	<p>In 2022, Lawson Products’ total net sales were \$442,660,000.  In 2021, total net sales were \$417,700,000.  In 2020, total net sales were \$351,600,000.</p> <p>Lawson Products uses a multi-layer approach to meet the objectives of the procurement office and help educate the individual purchasing entities on the contract. Lawson Products uses both the field sales representatives and the inside customer care team to help inform potential contract users. The field sales team, including District Managers, Field Sales Representatives, Service Team, and Government Sales Manager, use a targeted contact list to physically go and meet with the locations.</p> <p>Lawson Products’ inside customer care team will contact the different sites and inform the customer about the new contract, the benefits, work to understand if the customer wants to take advantage of our VMI service, and sign customers on to <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a>. In some cases, the inside customer care team will schedule appointments for the field team to meet with the location in person to help implement the contract.</p> <p>Lawson Products works with agencies to connect the two eProcurement sites together. After the connection is made, the Field Sales Representative or the Government Sales Manager meets with the different sites to gain commitment to the new contract and teach them how to connect with Lawson Products electronically. We take this time to understand the customer’s needs and help educate them on specific product applications.</p> <p>The Government Sales Manager meets with the different sites to educate them on the Lawson Products offering and to help understand what needs were at the site level. On the suggestion by the agencies, Lawson Products is able to support the agencies at statewide and local tradeshows level to help further invest in the contract and expand to new agencies.</p>
<p>History of meeting products and services timeline</p>	<p><i>Outline the process for timeline for product pickup, delivery, and any other applicable capabilities not already addressed.</i></p>	<p>Lawson Product allows customers and Field sales representatives that are local to our distribution centers to pick up orders. Due to our efficient distribution centers, Lawson Products ships 99% of the lines within 24 hours.</p>

		<p>Lawson Products currently carries \$45 million in inventory at any given time. Lawson Products will work with the agencies to place orders either in person, over the phone, or electronically. Once an order is received by Lawson Products' SAP system, the order is routed for pick, pack, and ship. UPS has trucks prepositioned at Lawson Products' distribution centers to retrieve every evening and through the day, as needed.</p>																								
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i></p>	<p>Lawson Products has multiple abilities to provide reporting at the high level and drill down into a local level/line-item level reporting. Lawson Products has the ability to create reporting per the requirements of the account and can customize reports accordingly.</p> <p>Some examples of Lawson Products' reporting can include the following:</p> <ul style="list-style-type: none"> <li>• Cost Savings Reports (monthly &amp; quarterly)</li> <li>• Performance by Product Categories (monthly &amp; quarterly)</li> <li>• Year-Over-Year / Month-Over- Month (monthly, quarterly &amp; annually)</li> <li>• Fill Rate Reporting</li> <li>• Usage Retail Reporting</li> <li>• Contract or Net Spend Reporting</li> <li>• Rebate and Administrative Reporting</li> <li>• Web Spend Reporting and Web Usage Reporting</li> <li>• Sustainability Spend Reporting</li> <li>• Diversity/Small Business Spend Reporting</li> <li>• Executive Summary Reporting</li> <li>• Lawson Products Labels, including weather resistant labels</li> </ul>																								
	<p><i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i></p>	<p>Lawson Products' safety record is considered as "Very Good." Please see details below:</p> <table border="1" data-bbox="982 987 2024 1419"> <thead> <tr> <th></th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> </tr> </thead> <tbody> <tr> <td>Total Recordable Incident Rate (TRIR)</td> <td>1.78</td> <td>0.90</td> <td>0.69</td> <td>0.63</td> </tr> <tr> <td>Lost Workday Case Incident Rate (LWCIR)</td> <td>0.61</td> <td>0.60</td> <td>0.35</td> <td>0.29</td> </tr> <tr> <td>Days Away, Restricted or Transferred (DART)</td> <td>1.12</td> <td>0.60</td> <td>0.58</td> <td>0.51</td> </tr> <tr> <td>Fatality</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		2019	2020	2021	2022	Total Recordable Incident Rate (TRIR)	1.78	0.90	0.69	0.63	Lost Workday Case Incident Rate (LWCIR)	0.61	0.60	0.35	0.29	Days Away, Restricted or Transferred (DART)	1.12	0.60	0.58	0.51	Fatality	0.00	0.00	0.00
	2019	2020	2021	2022																						
Total Recordable Incident Rate (TRIR)	1.78	0.90	0.69	0.63																						
Lost Workday Case Incident Rate (LWCIR)	0.61	0.60	0.35	0.29																						
Days Away, Restricted or Transferred (DART)	1.12	0.60	0.58	0.51																						
Fatality	0.00	0.00	0.00	0.00																						

		Work Hours	2,928,295	2,656,923	3,477,789	3,507,581
		Experience Modification Rate (EMR)	1.22	1.09	1.08	1.34

**Qualification and Experience (25 Points)**

Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	<a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a>
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. During his rise to executive vice president there, he recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a \$25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May of 1952. Lawson Products went public in 1970, but Sid Port retained a very active role until his death in 2007.</p> <p>On April 1, 2022, Lawson Products officially merged with Gexpro Services and TestEquity under the holding company Distribution Solutions Group. Each of the three specialty-distribution, industry-leading businesses operate independently with three separate leadership teams. Placing them under a single holding company structure allows the leveraging of financial resources, best practices, common resources, and various technology across the platform. Lawson Products remains listed on the NASDAQ.</p> <p>Today, Lawson Products continues to value the entrepreneurial spirit, results-driven attitude, and integrity of its employees and customers. The company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive to meet customers' needs.</p> <p>Lawson Products in North America:</p> <ul style="list-style-type: none"> <li>• is a wholly owned subsidiary of Distribution Solutions Group with other divisions of Kent Automotive, Bolt Supply (Canada only), and Screw Products.</li> <li>• is a publicly held company traded on the NASDAQ as DSGR.</li> <li>• carries consumable MRO products like fasteners, electrical supplies, janitorial, material handling, plumbing, tools, security, paint, fluid power fittings and hoses, cutting tools, safety supplies, maintenance chemicals and more, in addition to automotive products under Kent Automotive, including body hardware clips, two-part seam sealers, epoxies, coatings and more.</li> </ul>

		<ul style="list-style-type: none"> <li>• serves over 90,000 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.</li> <li>• maintains a 98-99% fill rate and ships 99% of all products within 24 hours from 4 strategically located distribution centers in the United States.</li> <li>• has local sales representatives that service customers by providing customer service, solutions as well as the ability to manage and stock inventory on-site for state and local government entities.</li> </ul>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>Lawson Products has not worked directly with Region 10 in the past. We have supported aligned schools in the North Texas area.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p>Lawson Products invested in the government segment of their business. In 2022, Lawson Products hired Ellen Holditch to lead the government team as Director of Government Sales, North America. Ellen holds a Doctor of Business Administration degree and brings 32 years of industrial sales experience with the last 15 years focused specifically on state, local, and education customers.</p> <p>The contracts team is led by Lisa Castanon, Manager, Government Contracts and Compliance. Lisa brings 32 years of contract experience with 24 years at Lawson Products. Lisa’s team consists of Contract and Implementation Manager, Contract Writer, two Government Contract Coordinators, one non-stock Research Analyst, and a Paralegal.</p> <p>The operations team is led by Jeannie Dentamaro, Manager, Government Operations. Jeannie brings 13 years of Lawson Products experience and 27 years of industry experience. Jeannie’s team consists of Simona Bennet, Government Operations Coordinator. Simona brings 23 years of Lawson Products experience with the last 4 years dedicated to the government team. While Jeannie’s team coordinates all the account setup, pricing, and assists with any concerns, there are dedicated departments that Jeannie’s team partners with to accomplish their work. Jeannie’s team partners with customer service to ensure all government customers receive excellent service.</p> <p>The marketing team is led by Deanie Sweeney, Marketing Government Program Manager. Deanie has been with Lawson Products for 5 years and has over 20 years of industry experience. Deanie utilizes the marketing team at Lawson Products to produce the marketing pieces she designs for our contracts, segments, and other initiatives. Deanie</p>

		<p>then works with the field and inside teams to ensure that her pieces are helping drive results.</p> <p>The government sales team is led by two Managers, Government Sales. Brett Vena leads the West Team and has been with Lawson Products for 2 years and has over 10 years of industry experience. Cole Busch has 7 years of Lawson Products experience and over 15 years of industry experience and leads the East Team.</p> <p>The Government Sales Managers include the following individuals:</p> <ul style="list-style-type: none"> <li>• Anthony Greco, 3 years with Lawson Products, 15 years industry experience</li> <li>• Brandon Smith, 6 years with Lawson Products, 8 years industry experience</li> <li>• Chad Eckert, 5 months with Lawson Products, 15 years work experience</li> <li>• Charles Lembach, 2 years with Lawson Products, retired military</li> <li>• Dan Oliver, 7 years with Lawson Products, over 20 years of experience</li> <li>• Dennise Toscanini, 1 year with Lawson Products, 9 years work experience</li> <li>• DJ Jonas, 6 months with Lawson Products, 7 years of industry experience</li> <li>• George Montano, 1 year with Lawson Products, 22 years of industry experience</li> <li>• Jennifer Gal, 4 months with Lawson Products, 25 years of work experience</li> <li>• Sage Chandler, 5 years Lawson Products, 9 years of industry experience</li> <li>• Todd Delay, 4 months Lawson Products, 31 years of industry experience</li> <li>• Tracy Mertens, 1 year Lawson Products, 25 years of industry experience</li> </ul> <p>Lawson Products’ inside customer care team is led by Kevin Clemons, Manager, Inside Sales. Kevin has 4 team members dedicated to the government segment however, he has over 30 additional team members he can shift as needed to cover the government segment.</p> <p>In addition to the dedicated team, Lawson Products has over 1,000 Field Sales Representatives, 58 Districts Sales Managers, 6 Regional Sales Managers, and 1 National Sales Director who services both our commercial and government customers nationwide.</p> <p>All billing, reporting, accounts payable concerns or requests are handled through our dedicated Government Customer Care Team at <a href="mailto:government.sale@lawsonproducts.com">government.sale@lawsonproducts.com</a></p>
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<p>2020 Sales - \$27,436,283  2021 Sales - \$28,684,066  2022 Sales - \$29,847,239</p>

		YTD Sales - \$27,461,855						
	<i>What is your strategy to increase market share in the public sector?</i>	Lawson Products has invested in Government Sales Account Managers in 2023, we have doubled the team to 14 dedicated resources. Additionally, Lawson Products has created an implementation manager role for government contracts. This person will be responsible for increasing the number of agencies utilizing the contracts. Our contract team continues to partner our cooperative to increase our market share.						
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Lawson Products is involved in legal actions that arise in the ordinary course of business. It is the opinion of management that the resolution of any currently pending litigation will not have a material adverse effect on the company's financial position, results of operations, or cash flows.						
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i>	<table border="0"> <tr> <td>Aldine ISD Celeste Glover – Parts Manager Houston, TX Phone: (281) 985-6259 7 years (active customer) Vendor Managed Inventory – Maintenance, Repair and Operation Supplies Annual Volume: \$5,787.28</td> <td>Conroe ISD Carl Klein – Fleet Manager Conroe, TX Phone: (936) 709-5972 3 years (active customer) Vendor Managed Inventory - Maintenance, Repair and Operation Supplies Annual Volume: \$3,235.39</td> </tr> <tr> <td>Northside ISD Michael Butler – Vehicle Maintenance Manager San Antonio, TX Phone: (210) 397-0880 12 years (active customer) Vendor Managed Inventory – Maintenance, Repair and Operation Supplies Annual Volume: \$20,361.86</td> <td>Frisco ISD Bill McGrath – Parts Manager Frisco, TX Phone: (469) 633-6005 ext. 76142 1 year (active customer) Vendor Managed Inventory - Maintenance, Repair and Operation Supplies Annual Volume: \$43,035.03</td> </tr> <tr> <td>Mesquite ISD Teri Magengo – Director of Transportation Mesquite, TX Phone: (253) 222-1190 12 years (active customer) Vendor Managed Inventory – Maintenance, Repair and Operation Supplies Annual Volume: \$9,253.88</td> <td></td> </tr> </table>	Aldine ISD Celeste Glover – Parts Manager Houston, TX Phone: (281) 985-6259 7 years (active customer) Vendor Managed Inventory – Maintenance, Repair and Operation Supplies Annual Volume: \$5,787.28	Conroe ISD Carl Klein – Fleet Manager Conroe, TX Phone: (936) 709-5972 3 years (active customer) Vendor Managed Inventory - Maintenance, Repair and Operation Supplies Annual Volume: \$3,235.39	Northside ISD Michael Butler – Vehicle Maintenance Manager San Antonio, TX Phone: (210) 397-0880 12 years (active customer) Vendor Managed Inventory – Maintenance, Repair and Operation Supplies Annual Volume: \$20,361.86	Frisco ISD Bill McGrath – Parts Manager Frisco, TX Phone: (469) 633-6005 ext. 76142 1 year (active customer) Vendor Managed Inventory - Maintenance, Repair and Operation Supplies Annual Volume: \$43,035.03	Mesquite ISD Teri Magengo – Director of Transportation Mesquite, TX Phone: (253) 222-1190 12 years (active customer) Vendor Managed Inventory – Maintenance, Repair and Operation Supplies Annual Volume: \$9,253.88	
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Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered</i>	Please see the attached Texas Office of Secretary of State Certification. Lawson Products holds business registrations and certifications in all states. Lawson Products also maintains business registrations with many of the local government entities and will provide copies of the registrations upon request.						



	<i>services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	Lawson Products sells products directly to customers. Lawson Products does have a small business initiative. Lawson Products would like to extend our cooperative to include our DSG sister companies Test Equity and Gexpro Services. Lawson Products would work directly with them to set pricing to match our offering including freight terms and admin fee.
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Lawson Products is a publicly held company traded on the NASDAQ as DSGR and is a wholly owned subsidiary of Distribution Solutions Group.
Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.		
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Lawson Products does not hold any diversity certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Lawson Products has a Diversity and Small Business Initiative to partner with Certified Firms. Lawson Products works with minority, women, veterans, and service-disabled, veteran-owned businesses. Lawson Products has been actively seeking value-added diversity and small business partners, where Lawson Products can help mentor small businesses and allow them to service the end user. This partnership is available to all customers.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Lawson Products has partnered with Mavich (Texas HUB, MBE, WBE, SBE) in North Texas and they are interested in subcontracting with us.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE</i>	Tier I- Authorized Reseller Program

*subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.*

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

Lawson Products solicits new Certified Firms for subcontracting by:

1. Landing page on Lawsonproducts.com  
<https://www.lawsonproducts.com/resources/small-business>
2. Recommendations from field representatives, or customers
3. Connecting on social media, Linked In, or State-specific websites
4. Attending Diversity and Small Business trade shows

Tier II – Supplier and Vendor partnership

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

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

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

In establishing relationships with new vendors and working with established vendors, Lawson Products tracks and records each vendors' classification (large business, small business, minority-owned, women-owned, etc.). When researching, reviewing and selecting new vendors for our business, Lawson Products takes many important factors into consideration including Vendor Quality systems, financial strength, strength of supply chain and pricing.

**Commitment to Service Equalis Group Members (10 Points)**

	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Lawson Products' government marketing team will create customized informational and fact sheets about the contract, discounts, how to purchase, benefits, and values, and include a dedicated Lawson Products' government email and phone number.</p> <p>In addition, the marketing and communications team will promote the contract on social media including LinkedIn and Facebook to announce the partnership with Lawson Products.</p> <p>Then, a meeting for all of Lawson Products' employees for the contract will be held to help them understand the contract, benefits to the customers, and the customer agencies that were assigned to the sales team by geography and segment (state, local, education, etc.) to ensure that all public agencies were informed of the contract and the benefits of using it.</p> <p>Lawson Products employees will also be educated on the punchout and how to help navigate the customer to utilize the tools to save them time and money in the procurement process.</p> <p>After all contract training takes place, Lawson Products will use a multi-layer approach to meet the objectives of Region 10 and help educate the individual purchasing entities on the contract.</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>While implementing hundreds of government contracts, Lawson Products has honed its ability to train our internal teams thoroughly and efficiently. Our government sales and operations team are dedicated to managing and growing Lawson Products' government contracts, and creates and rolls out contract training programs that include the following teams:</p> <ul style="list-style-type: none"> <li>● Sales representatives (off-site team)</li> <li>● District sales managers (off-site team)</li> <li>● Regional sales managers (off-site team)</li> <li>● Technical and engineering support (corporate team)</li> <li>● Customer service (corporate team)</li> <li>● Marketing (corporate team)</li> <li>● Accounting (corporate team)</li> </ul> <p>In addition, a district-level Lawson Products representative will be appointed as their district's local "expert" and ambassador available to assist their peers with any ongoing day-to-day questions.</p>

	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Lawson Products agrees to provide its company logos to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Lawson Products has multiple abilities to provide reporting at the high level and drill down into a local level/line-item level reporting. Lawson Products has the ability to create reports per the requirements of the account and can customize reports accordingly.</p> <p>Some examples of Lawson Products reporting can include the following:</p> <ul style="list-style-type: none"> <li>• Cost Savings Reports (monthly &amp; quarterly)</li> <li>• Performance by Product Categories (monthly &amp; quarterly)</li> <li>• Year-Over-Year / Month-Over- Month (monthly, quarterly &amp; annually)</li> <li>• Fill Rate Reporting</li> <li>• Usage Retail Reporting</li> <li>• Contract or Net Spend Reporting</li> <li>• Rebate and Administrative Reporting</li> <li>• Web Spend Reporting and Web Usage Reporting</li> <li>• Sustainability Spend Reporting</li> <li>• Diversity/Small Business Spend Reporting</li> <li>• Executive Summary Reporting</li> <li>• Lawson Products Labels, including weather resistant labels</li> </ul>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Lawson Products currently holds public sector cooperative contracts with the following organizations:</p> <p>OMNIA Partners - National  TIPS (The Interlocal Purchasing System) - National  BuyBoard - National  PSA (Purchasing Solutions Alliance) – National  Kinetic GPO – Canada  SAVVIK – Public Safety focus – National  SAVE (Strategic Alliance for Volume Expenditures) - Arizona</p>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>Currently, Lawson Products has 33% of our current SLED customers not aligned to any cooperative. With the addition of the new implementation manager role in December, we will be able to match the member list of Equalis to our current customers. Once we have a target list, we will enter leads into the CRM to have the Government sales account manager reach out and educate the customer on the cooperative to gain buy in to adopting the cooperative.</p>

		Lawson Products will have the ability to educate potential new members for Equalis. Government Sales Account Manager will gain buying from customer to join Equalis and then we will extend pricing and cooperative to them.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Lawson Products has 14 dedicated layer sellers for SLED customers located in the US. Additionally, Lawson Products has approximately 1,000 field based sales representatives located in every state.

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**Form 10-K**

(Mark One)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2022**

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from        to**

**Commission file number: 0-10546**

**DISTRIBUTION SOLUTIONS GROUP, INC.**

*(Exact Name of Registrant as Specified in Charter)*

**Delaware**  
*(State or other jurisdiction of  
incorporation or organization)*

**36-2229304**  
*(I.R.S. Employer  
Identification No.)*

**8770 W. Bryn Mawr Avenue, Suite 900, Chicago, Illinois 60631**  
*(Address of principal executive offices)*

**Registrant's telephone number, including area code:**  
**(773) 304-5050**

**Securities registered pursuant to Section 12(b) of the Act:**

<b>Title of Each Class</b>	<b>Trading Symbol</b>	<b>Name of Each Exchange on Which Registered</b>
<b>Common Stock, \$1.00 par value</b>	<b>DSGR</b>	<b>The NASDAQ Stock Market LLC (NASDAQ Global Select Market)</b>

**Securities registered pursuant to Section 12(g) of the Act:**

**None**  
*(Title of class)*

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting Company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Act). Yes  No

The aggregate market value of the registrant's voting stock held by non-affiliates on June 30, 2022, based upon the closing price of the registrant's Common Stock on that date, was approximately \$229,634,000.

As of February 28, 2023, 19,421,570 shares of Common Stock were outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III of this Annual Report on Form 10-K incorporates by reference some portions of the registrant's definitive proxy statement related to its 2023 Annual Stockholders' Meeting, to be filed with the Securities and Exchange Commission within 120 days after the close of the fiscal year. Except as expressly incorporated by reference, the registrant's definitive proxy statement shall not be deemed to be part of this report.

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## CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-K contains certain “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the “safe harbor” provisions under the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties. Forward-looking statements generally are accompanied by words such as “aim,” “anticipate,” “believe,” “contemplates,” “continues,” “could,” “ensure,” “estimate,” “expect,” “forecasts,” “if,” “intend,” “likely,” “may,” “might,” “objective,” “outlook,” “plan,” “positioned,” “potential,” “predict,” “probable,” “project,” “shall,” “should,” “strategy,” “will,” “would” or the negatives of these terms or variations of them or other words and terms of similar meaning and expression. Forward-looking statements do not relate to historical or current facts and are only predictions and reflect our views as of the date they are made with respect to future events and financial performance. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. These statements are based on management’s current expectations, intentions or beliefs and are subject to a number of factors, assumptions and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. Factors that could cause or contribute to such differences or that might otherwise impact our business, financial condition and results of operations include:

- inventory obsolescence;
- work stoppages and other disruptions at transportation centers or shipping ports;
- TestEquity Acquisition, LLC’s (“TestEquity’s”) reliance on a significant supplier for a significant amount of its product inventory;
- changes in our customers, product mix and pricing strategy;
- disruptions of our information and communication systems;
- cyber-attacks or other information security incidents;
- the inability to successfully recruit, integrate and retain productive sales representatives;
- any difficulties in integrating the business operations of TestEquity and 301 HW Opus Holdings, Inc., which conducts business as Gexpro Services (“Gexpro Services”), with our legacy operations as Lawson Products, Inc., and/or the failure to successfully combine those operations within our expected timetable;
- failure to retain talented employees, managers and executives;
- the inability of management to successfully implement changes in operating processes;
- the inability to successfully integrate additional acquisitions into our organization;
- competition in the markets in which we operate;
- potential impairment charges for goodwill and other intangible assets;
- changes that affect governmental and other tax-supported entities;
- our significant amount of indebtedness;
- failure to adequately fund our operating and working capital needs through cash generated from operations and borrowings available under our credit facility;
- failure to meet the covenant requirements of our credit facility;
- government efforts to combat inflation, along with other interest rate pressures, could lead to higher financing costs;
- declines in the market price of our common stock;
- Luther King Capital Management Corporation’s significant influence over the Company in light of its ownership percentage;
- the issuance of additional shares of our common stock in accordance with the earnout provisions of the Merger Agreements (as defined herein) to entities affiliated with Luther King Capital Management Corporation in connection with the Mergers (as defined herein);
- violations of environmental protection regulations;
- changes in tax matters;
- risks arising from the international operations of TestEquity and Gexpro Services, subjecting us to new and additional legal and regulatory regimes;
- potential limitations on our ability to use our net operating losses and certain other tax attributes generated prior to the Mergers;
- public health emergencies, such as the COVID-19 pandemic;
- business uncertainties as a result of the Mergers;
- stockholder litigation relating to the Mergers;
- TestEquity and/or Gexpro Services may not have in place the financial organization, reporting and internal controls necessary for a public company;
- a downturn in the economy or in certain sectors of the economy;
- changes in energy costs, tariffs, transportation costs and the cost of raw materials used in our products, and other inflationary pressures;



- supply chain constraints, inflationary pressure and labor shortages; and
- foreign currency exchange rate changes.

A detailed discussion of various factors that could cause actual results to differ materially from those described in the forward-looking statements is set forth in Part 1, Item 1A, "Risk Factors" of this Annual Report on Form 10-K. The Company undertakes no obligation to update or revise, nor do we have a policy of updating or revising, any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events, except as may be required under applicable law.

## PART I

### ITEM 1. BUSINESS.

#### Overview

Distribution Solutions Group, Inc. ("DSG"), formerly Lawson Products, Inc., was incorporated in Illinois in 1952, and reincorporated in Delaware in 1982. DSG changed its corporate name from "Lawson Products, Inc." to "Distribution Solutions Group, Inc." on May 5, 2022.

DSG is a global specialty distribution company providing value added distribution solutions to the maintenance, repair and operations ("MRO"), original equipment manufacturer ("OEM") and industrial technology markets. DSG has three principal operating companies: Lawson Products, Inc. ("Lawson"), TestEquity Acquisition, LLC ("TestEquity") and 301 HW Opus Holdings, Inc., conducting business as Gexpro Services ("Gexpro Services"). The complementary distribution operations of Lawson, TestEquity and Gexpro Services were combined on April 1, 2022 to create a specialty distribution company. A summary of the Mergers (as defined below), including the legal entities party to the transactions and the stock consideration, is presented below.

Through its collective businesses, DSG is dedicated to helping customers lower their total cost of operation by increasing productivity and efficiency with the right products, expert technical support, and fast, reliable delivery to be a one-stop solution provider. DSG serves approximately 110,000 distinct customers in several diverse end markets supported by approximately 3,100 dedicated employees and strong vendor partnerships. DSG ships from strategically located distribution and service centers to customers in North America, Europe, Asia, South America and the Middle East.

Unless the context requires otherwise, references in this Annual Report on Form 10-K to "DSG", the "Company", "we", "our" or "us" refer to the holding company, Distribution Solutions Group, Inc., and all entities consolidated with Distribution Solutions Group, Inc. in the accompanying consolidated financial statements.

#### Combination with TestEquity and Gexpro Services

##### Business Combination Background

On December 29, 2021, DSG entered into an:

- Agreement and Plan of Merger (the "TestEquity Merger Agreement") by and among (i) LKCM TE Investors, LLC, a Delaware limited liability company (the "TestEquity Equityholder"), (ii) TestEquity Acquisition, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the TestEquity Equityholder ("TestEquity"), (iii) DSG and (iv) Tide Sub, LLC, a Delaware limited liability company and a wholly-owned subsidiary of DSG ("Merger Sub 1"), pursuant to the terms and subject to the conditions of which the parties agreed, among other things, that Merger Sub 1 would merge with and into TestEquity, with TestEquity surviving the merger as a wholly-owned subsidiary of DSG (the "TestEquity Merger"); and

- Agreement and Plan of Merger (the "Gexpro Services Merger Agreement" and, together with the TestEquity Merger Agreement, the "Merger Agreements") by and among (i) 301 HW Opus Investors, LLC, a Delaware limited liability company (the "Gexpro Services Stockholder"), (ii) 301 HW Opus Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Gexpro Services Stockholder ("Gexpro Services"), (iii) DSG and (iv) Gulf Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of DSG ("Merger Sub 2"), pursuant to the terms and subject to the conditions of which the parties agreed, among other things, that Merger Sub 2 would merge with and into Gexpro Services, with Gexpro Services surviving the merger as a wholly-owned subsidiary of DSG (the "Gexpro Services Merger" and, together with the TestEquity Merger, the "Mergers").

##### Completion of the TestEquity Merger

On April 1, 2022, (the "Merger Date"), the TestEquity Merger was consummated pursuant to the TestEquity Merger Agreement.

In accordance with and under the terms of the TestEquity Merger Agreement, at the closing of the TestEquity Merger, DSG: (i) issued to the TestEquity Equityholder 3,300,000 shares of DSG common stock, (ii) on behalf of TestEquity, paid certain indebtedness of TestEquity and (iii) on behalf of TestEquity, paid certain transaction expenses of TestEquity.

The TestEquity Merger Agreement provides that an additional 700,000 shares of DSG common stock (the “TestEquity Holdback Shares”) may be issued to the TestEquity Equityholder or forfeited in accordance with two earnout provisions of the TestEquity Merger Agreement. The amount of TestEquity Holdback Shares issuable under the first earnout opportunity is based on, among other factors, the consummation of a certain additional acquisition by TestEquity during the period beginning after December 29, 2021 and ending 90 days after the Merger Date. If any TestEquity Holdback Shares remain after the calculation of the first earnout opportunity, there is a second earnout opportunity based on, among other factors, the increase in TestEquity EBITDA (as defined in the TestEquity Merger Agreement) in calendar year 2022 over calendar year 2021 subject to the calculations within the TestEquity Merger Agreement. As of December 31, 2022, 700,000 TestEquity Holdback Shares are expected to be issued under the first earnout opportunity due to the consummation of the certain additional acquisition as referenced in the TestEquity Merger Agreement and were remeasured at fair value immediately prior to and reclassified to equity at April 29, 2022 when the additional acquisition was consummated. Final issuance of the Test Equity Holdback Shares under the earnout opportunity is subject to customary terms and conditions as specified in the Test Equity Merger Agreement. Refer to Note 8 – Earnout Derivative Liability in Item 8. Financial Statements, for information about the earnout derivative liability related to the TestEquity Holdback Shares.

### **Completion of the Gexpro Services Merger**

On the Merger Date, the Gexpro Services Merger was consummated pursuant to the Gexpro Services Merger Agreement.

In accordance with and under the terms of the Gexpro Services Merger Agreement, at the closing of the Gexpro Services Merger, DSG: (i) issued to the Gexpro Services Stockholder 7,000,000 shares of DSG common stock, (ii) on behalf of Gexpro Services, paid certain indebtedness of Gexpro Services and (iii) on behalf of Gexpro Services, paid certain specified transaction expenses of Gexpro Services.

The Gexpro Services Merger Agreement provides that an additional 1,000,000 shares of DSG common stock (the “Gexpro Services Holdback Shares”) may be issued to the Gexpro Services Stockholder or forfeited in accordance with two earnout provisions of the Gexpro Services Merger Agreement. The amount of Gexpro Services Holdback Shares issuable under the first earnout opportunity is based on, among other factors, the consummation of one or more of three certain additional acquisitions by Gexpro Services during the period beginning after December 29, 2021 and ending 90 days after the Merger Date. If any Gexpro Services Holdback Shares remain after the calculation of the first earnout opportunity, there is a second earnout opportunity based on, among other factors, the increase in Gexpro Services EBITDA (as defined in the Gexpro Services Merger Agreement) in calendar year 2022 over calendar year 2021 subject to the calculations within the Gexpro Services Merger Agreement.

As of April 1, 2022, approximately 538,000 Gexpro Services Holdback Shares were expected to be issued under the first earnout opportunity due to the consummation of the certain additional acquisitions which were completed prior to the Merger Date. As of December 31, 2022, an additional 462,000 Gexpro Services Holdback Shares are expected to be issued under the second earnout opportunity based on certain performance metrics as specified in the Gexpro Services Merger Agreement, and such additional shares were remeasured at fair value immediately prior to and reclassified to equity at December 31, 2022. Final issuance of the Gexpro Services Holdback Shares under the earnout opportunities is subject to customary terms and conditions as specified in the Gexpro Services Merger Agreement. Refer to Note 8 – Earnout Derivative Liability in Item 8. Financial Statements, for information about the earnout derivative liability related to the Gexpro Services Holdback Shares.

### **Accounting for the Mergers**

TestEquity and Gexpro Services were treated as a combined entity as the accounting acquirer for financial reporting purposes, and DSG was identified as the accounting acquiree. Accordingly, periods prior to the April 1, 2022 Merger Date reflect the results of operations and financial position of TestEquity and Gexpro Services on a consolidated basis, and the results of operations of DSG's legacy Lawson business are only included subsequent to the April 1, 2022 Merger Date.

For more information about the Mergers, refer to Note 3 – Business Acquisitions in Item 8. Financial Statements.

## **DSG Vision and Strategic Focus**

The complementary distribution operations of Lawson, TestEquity and Gexpro Services were combined for the purpose of creating a specialty distribution company enabling each of Lawson, TestEquity and Gexpro Services to maintain their respective high-touch, value-added service delivery models and customer relationships in their specialty distribution businesses under the leadership of their separate business unit management. The DSG leadership team provides oversight to the separate leadership teams of each of the operating companies. This structure enables the combined company to leverage best practices, back-office resources and technologies across the three operating companies to help drive cost synergies and efficiencies. The combined company has the ability to utilize its combined financial resources to accelerate a strategy of expansion through both business acquisitions and organic growth.

### **Organic Growth Strategy**

We intend to grow our revenue organically and further improve our operations by exploring growth opportunities that provide different channels to reach customers, increase revenue and generate positive results. We plan to utilize our company structure to grow organic revenue by collaborative selling across our customer bases and expanding the digital capabilities across our platform.

### **Acquisition Strategy**

In addition to organic growth, we plan to actively pursue acquisition opportunities complementary to our businesses that we believe will be financially accretive to our organization.

*Recent Other Acquisitions* — During 2022, other businesses were acquired as part of the growth strategy. TestEquity acquired Interworld Highway, LLC for \$54.7 million, National Test Equipment for \$7.2 million, and Instrumex for \$3.9 million. Gexpro Services acquired Resolux ApS ("Resolux") for \$30.8 million and Frontier Technologies Brewton, LLC and Frontier Engineering and Manufacturing Technologies, Inc. ("Frontier") for \$25.7 million. The consideration exchanged for these acquired businesses included various combinations of cash, sellers notes, and forms of share based payments. For more information about these acquisitions, refer to the "Other Acquisitions" section of Note 3 – Business Acquisitions in Item 8. Financial Statements.

## **Human Capital Resources - General Employee Information**

Our organization supports a culture of continuous improvement and emphasizes the importance of addressing the needs of our customers. We require our employees to act with integrity in every aspect of our business while encouraging them to be results driven, team oriented and progressive.

As of December 31, 2022, our combined workforce included approximately 3,100 individuals, comprised of approximately 1,646 in sales and marketing, approximately 1,189 in operation and distribution and approximately 298 in management and administration. Approximately 1,720 individuals are within Lawson, 554 are within TestEquity, 684 are within Gexpro Services, with the remaining in corporate or other non-reportable segments.

## **Segments**

The Company's three reportable segments are (i) Lawson, (ii) Gexpro Services and (iii) TestEquity, which align with our principle operating businesses. The following is a discussion of these reportable segments. For more information about our segments, please refer to Note 14 – Segment Information in Item 8. Financial Statements, which is incorporated herein by reference.

### **Lawson**

Lawson is a distributor of products and services to the industrial, commercial, institutional and governmental MRO marketplace. Lawson primarily distributes MRO products to its customers through a network of sales representatives throughout the United States and Canada.

*Background and Operations* — Lawson delivers quality products to customers and offers them extensive product knowledge, product application expertise and Vendor Managed Inventory ("VMI") services. Lawson competes for business

primarily by offering a value-added service approach wherein highly trained sales representatives manage the product inventory for customers. The VMI model makes it less likely that customers will run out of a product while optimizing their inventory levels. Lawson ships products to its customers in all 50 states, Puerto Rico, Canada, Mexico and the Caribbean.

*Strategic Focus* — Lawson's vision is to be its customers' first choice for MRO solutions that improve their operating performance. Lawson plans to achieve its vision by working closely with customers to maintain and enhance their operations by providing them with quality products, superior service and innovative solutions and to grow both organically and through acquisitions.

*Industry and Competition* — The MRO market is comprised of companies that buy and stock products in bulk and supply these products to customers on an as needed basis. The customer benefits from our knowledge and the convenience of ordering smaller quantities maintained by us.

There is a significant amount of competitive fragmentation by geography and product within the industry. We encounter competition from several national distributors and manufacturers and a large number of regional and local distributors. Some competitors have greater financial and personnel resources, handle more extensive lines of merchandise, operate larger facilities and price some merchandise more competitively than we do.

*Customers* — During 2022, the Lawson segment sold products to over 67,000 distinct customers. Lawson's largest customer accounted for approximately 3% of consolidated revenue. In 2022, approximately 91% of Lawson's revenue was generated in the United States and approximately 9% in Canada. Although seasonality is not significant, due to fewer selling days and less activity during the holiday season, revenue in the fourth quarter is historically lower than the first three quarters of the year.

Lawson's customers operate in a variety of industries. Lawson's revenue percentages by customer end markets in 2022 were as follows:

<b>Industry Category</b>	<b>Percentage of Lawson Revenue</b>
Manufacturing	22%
Automotive	18%
Government and Military	14%
Construction	8%
Equipment rental	6%
Transportation	4%
Agriculture	3%
Mining	3%
Other	22%
	100%

Lawson's customers include a wide range of purchasers of industrial supply products from small repair shops to large national and governmental accounts.

*Products* — Lawson's revenue percentages by product categories in 2022 were as follows:

<b>Product Category</b>	<b>Percentage of Lawson Revenue</b>
Fastening systems	18%
Fluid power	15%
Cutting tools and abrasives	13%
Specialty chemicals	11%
Electrical	11%
Aftermarket automotive supplies	10%
Safety	4%
Welding and metal repair	1%
Other	17%
	100%

Lawson offers over 117,000 different products of which over 93,000 products are maintained in distribution centers. Lawson strives to carry sufficient inventory to ensure product availability and rapid processing of customer orders. Accurate forecasting of customer demand is essential to establish the proper level of inventory for each product. Inventory levels need to be sufficient to meet customer demand while avoiding the costs of stocking excess items.

During 2022, Lawson purchased products from approximately 2,400 suppliers and no single supplier accounted for more than 6% of these purchases. The loss of one core supplier could affect operations by hindering the ability to provide full service to customers.

Lawson's quality control department tests its product offerings to help ensure they meet our customers' specifications. Lawson recommends solutions to help customers maximize product performance and avoid costly product failures. Lawson's engineering department provides technical support for products and offers on-site problem solutions. It also develops and presents product safety and technical training seminars tailored to meet customers' needs.

*Human Capital Resources* — As of December 31, 2022, Lawson's workforce was estimated to have 1,720 individuals: approximately 1,218 in sales and marketing of whom 1,000 are sales representatives, 386 in operation and distribution and 116 in management and administration. Approximately 11% of the Lawson workforce is covered by two collective bargaining agreements. We believe that our relationships with our employees and their collective bargaining organizations are good.

Sales force growth is a driver of the Lawson business, and increased sales coverage throughout the United States and Canada directly impacts Lawson's success as an organization. Lawson is focused on identifying and recruiting individuals who are a good fit with its sales organization and providing them with the tools needed to succeed, such as training about Lawson's products and on the successful and effective ways to call potential customers and maintain relationships with existing customers. Lawson's product training educates its sales team on the optimal uses of products, enabling them to provide the proper products and customized solutions to address customers' needs, including technical expertise and on-site problem resolution.

Lawson's leadership team is also focused on reducing sales force turn-over and on offering growth opportunities for our sales representatives.

### **TestEquity**

TestEquity is a leading distributor of test and measurement equipment and solutions, electronic production supplies and tool kits from its leading manufacturing partners. TestEquity operates primarily through its five distribution brands, namely TestEquity, TEquipment, Techni-Tool, Jensen Tools and Instrumex, and is focused primarily in North America with a network of sales representatives throughout the United States, Canada, Mexico, Germany and the United Kingdom.

*Background and Operations* — Based out of Moorpark, California, TestEquity is a large, comprehensive provider of electronic test solutions in the United States supporting the aerospace and defense, wireless and communication,

semiconductors, industrial electronics and automotive, and electronics manufacturing industries. TestEquity designs, rents and sells a full line of high-quality environmental test chambers. In addition to a large array of test and measurement products, TestEquity also offers calibration, refurbishment and rental solutions and a wide range of refurbished products. TestEquity continues to benefit from electronification of products across a range of industries including the internet of things ("IOT"), electric vehicles ("EV") and the 5th generation mobile network ("5G"). TestEquity offers over 250,000 products and 700 manufacturer brands with overlap across the following brands.

TEquipment (acquired as Interworld Highway, LLC) is one of the top distributors for both test and measurement and electronic production supplies in the United States with its e-commerce focused strategy, broad product range, amplified by access to core TestEquity products, and strong technical support for their customers.

Techni-Tool is one of the industry's largest solder, soldering equipment and electronic production distributors. Techni-Tool offers a wide range of products to support electronic production as well as compliance testing. In addition to the brand specific products offered, Techni-Tool also provides VMI solutions and dedicated technical support.

Jensen Tools is a top distributor for the electronics MRO customer base. In addition to being a distributor of handheld tools from leading brands, Jensen Tools offers private label Jensen branded hand tools that have been developed over years of customer usage and manufactured to a specified and demanding tolerance level. Jensen Tools employs a dedicated team of engineering, operational and sales professionals who focus on designing and building quality tool kits for its customers.

Instrumex is a small refurbished test and measurement distributor, based in Munich Germany, with a global reach.

During the third quarter of 2022, the final stage of moving Techni-Tool and Jensen Tools to the TestEquity platform was completed. Customers for each of these brands now have full access to the 250,000 active products across TestEquity group.

*Strategic Focus* — TestEquity intends to grow revenue both organically and through acquisitions and continuing to expand and improve its service offerings to its customers. In particular, TestEquity strives to improve its digital experience, with a consistent approach for all of its brands. TestEquity intends to seek to increase its market share through continued expansion of product lines and greater penetration of the e-commerce market, enabled through investment in key digital talent and leverage of the existing TestEquity and TEquipment platforms.

*Industry and Competition* — Across both the test and measurement and electronic production supplies businesses, the North American market is fragmented with competitors ranging from large global distributors to national and regional distributors. Some competitors have greater financial and personnel resources, handle more extensive lines of merchandise, operate larger facilities and price some merchandise more competitively than TestEquity.

*Customers* — TestEquity serves over 30,000 customers at 100,000 locations across the United States and abroad, primarily in Canada and Europe, with approximately 92% of TestEquity's revenue in 2022 derived from customers in the United States. TestEquity has expanded its business operations in the United Kingdom and Germany through its recent acquisitions of MCS Test equipment in July 2021 and Instrumex in December 2022. There is not significant seasonality in TestEquity's business across its fiscal quarters. However, the number of business days in a quarter has an impact on TestEquity's revenue and profitability.

TestEquity's revenue percentages by customer end markets in 2022 were as follows:

<b>Industry Category</b>	<b>Percentage of TestEquity Revenue</b>
Aerospace and defense	30%
Industrial electronics and electronics manufacturing	26%
Semi-conductor production	8%
Wireless and communications technology	6%
Education	5%
Other	25%
	100%

*Products* — Approximately 15,000 fast-moving products are typically held in inventory across six distribution centers available for next day delivery. TestEquity’s revenue percentages by product categories in 2022 were as follows:

<b>Product Category</b>	<b>Percentage of TestEquity Revenue</b>
Test & measurement	65%
Electronic production supplies	32%
Proprietary products	3%
	100%

TestEquity has five key suppliers that made up approximately 50% of TestEquity’s purchases in 2022. In total, TestEquity purchases from approximately 1,050 suppliers across the marketplace.

*Human Capital Resources* — TestEquity supports a culture of continuous improvement, integrity and diversity. TestEquity prides itself on its ability to meet its customers’ needs in a driven and progressive manner. As of December 31, 2022, TestEquity's workforce was estimated to have 554 individuals, comprised of approximately 178 in sales and marketing, 285 in operation and distribution and 91 in administration and support.

### **Gexpro Services**

Gexpro Services is a world-class global supply chain solutions provider, specializing in the development of mission critical production line management, aftermarket and field installation programs. Gexpro Services provides comprehensive supply chain management solutions, including a full technology suite offering of VMI, kitting, global logistics management, manufacturing localization and import expertise, value engineering and quality assurance. Gexpro Services' end-to-end project management is designed to support manufacturing OEMs with their engineered material specifications, fulfillment, and quality requirements to improve their total cost of ownership. Gexpro Services has manufacturing and supply chain operations in over 31 Service Center sites across nine countries including key geographies in North America, South America, Asia, Europe, and the Middle East. Gexpro Services serves customers in six vertical markets, including renewables, industrial power, consumer and industrial, technology, transportation, and aerospace and defense.

*Background and Operations* — Gexpro Services was formed in November 2019 and, in February 2020, acquired the “Gexpro Services” business from French distributor Rexel S.A. via a carve-out acquisition.

As a top distributor and service provider to the OEM market, Gexpro Services has approximately 2,700 suppliers offering approximately 60,000 products. These products are inventoried and sourced through 31 locations in North America, South America, Asia, Europe and the Middle East.

*Strategic Focus* — Gexpro Services intends to grow organically through market share expansion primarily through new product introduction, increased sales of products and services to existing customers and expansion of its customer base. Gexpro Services believes that its services benefit its customers by helping them reduce their direct and indirect procurement costs and total cost of ownership for high volume, low value Class C parts, and that its services can help drive substantial cost savings for its customers. Additionally, Gexpro Services intends to grow its business through strategic, accretive acquisitions, and through continued improvement in service and product offerings to its customers.

*Industry and Competition* — Gexpro Services operates in a large, fragmented market with many competitors servicing OEMs as well as the MRO segment of the Class C product line. Competitors of Gexpro Services include large global distributors as well as national, regional and local distributors.

*Customers* — Gexpro Services serves almost 1,800 customers in over 38 countries through its 30 facilities. In 2022, approximately 71% of Gexpro Services' revenues were generated in the United States. Through its customer base, Gexpro Services provides VMI services with over 100,000 installed bins which allow its customers to maintain the necessary on-hand inventory levels to support their production cycles. Gexpro Services' value-added processes for its customers include VMI, packaging and kitting, engineering, product standardization when appropriate, sales and technical support, global sourcing and quality assurance.



Approximately 65% of Gexpro Services' revenue in 2022 were from customers under long-term agreements. Gexpro Services' largest customer represented approximately 19% of Gexpro Services' 2022 total revenue while the top 20 customers represented approximately 63% of Gexpro Services' 2022 total revenue.

Gexpro Services has existing customers in many different industry end markets. Gexpro Services' revenue percentages by customer end markets in 2022 were as follows:

<b>Industry Category</b>	<b>Percentage of Gexpro Services Revenue</b>
Renewable energy	27%
Transportation	19%
Industrial power	17%
Technology	14%
Consumer and industrial	14%
Aerospace and defense	9%
	100%

*Products* — Gexpro Services' revenue percentages by product categories in 2022 were as follows:

<b>Product Category</b>	<b>Percentage of Gexpro Services Revenue</b>
Hardware	41%
Fabrications	22%
Electrical	21%
Mechanical	16%
	100%

Approximately 71% of Gexpro Services' suppliers are based in the United States, which helps limit the risk of increased freight and logistics costs; however, many of these suppliers source their products from overseas. Gexpro Services maintains favorable and long-tenured relationships with approximately 2,700 suppliers, with the largest supplier representing approximately 2% of Gexpro Services' total product purchases in 2022 while the top 10 suppliers represented approximately 15% of total product purchases in 2022.

*Human Capital Resources* — Gexpro Services supports a culture of continuous improvement, integrity and diversity. Gexpro Services prides itself on being a full value provider to its customers supported with a team committed to providing world-class customer service. As of December 31, 2022, Gexpro Services' workforce was estimated to have 684 individuals, comprised of approximately 219 in sales and marketing, 401 in operation and distribution and 64 in management and administration.

#### **Available Information**

We file with, or furnish to, the Securities and Exchange Commission ("SEC") annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and, as applicable, amendments to those reports pursuant to Section 13(a) or 15(d) of the Exchange Act. The public can obtain copies of these materials by accessing the SEC's website at <http://www.sec.gov>. In addition, as soon as reasonably practicable after such materials are filed with, or furnished to, the SEC, we make copies available to the public free of charge through our website at [www.distributionsolutionsgroup.com](http://www.distributionsolutionsgroup.com) or by calling (773) 304-5050. Information on our website is not incorporated by reference into this report. We also make available on our website our Code of Ethics, Corporate Governance Principles and the charters of the committees of our Board of Directors.

## Information About Our Executive Officers

The executive officers of DSG as of February 1, 2023 were as follows:

Name	Age	Year First Named to Present Office	Position
J. Bryan King	51	2022	Chairman, President and Chief Executive Officer
Ronald J. Knutson	59	2014	Executive Vice President, Chief Financial Officer and Treasurer
David S. Lambert	49	2021	Vice President, Controller and Chief Accounting Officer

Biographical information for the past five years relating to each of our executive officers is set forth below.

**Mr. King** was elected President and Chief Executive Officer in May 2022. Mr. King has also served as a member of the Board of Directors of the Company since 2017, and has served as Chairman of the Board of Directors of the Company since March 2019. Mr. King has a career in investment management spanning over three decades and has served as Chairman or managing partner of several industrial distribution companies. Mr. King is a Principal of Luther King Capital Management Corporation (“LKCM”), an SEC-registered investment adviser, and Founder and Managing Partner of LKCM Capital Group and LKCM Headwater Investments, the private capital investment group of LKCM.

**Mr. Knutson** has served as Executive Vice President, Chief Financial Officer and Treasurer since April 2014 and has served as Executive Vice President and Chief Financial Officer of the Company since July 2012.

**Mr. Lambert** has served as Vice President, Controller and Chief Accounting Officer of the Company since June 2021. Prior to joining the Company, Mr. Lambert served as the Corporate Controller, and previously the Assistant Controller, of Univar Solutions, a chemical distribution company, publicly traded on the NYSE from June 2017 through June 2021. Prior to that, Mr. Lambert served as the Director of Corporate Accounting and Reporting of Donnelley Financial Solutions, a financial compliance company, publicly traded on the NYSE from September 2016 through June 2017. Prior to these roles, Mr. Lambert held progressive roles within finance and accounting at several other publicly traded companies.

## ITEM 1A. RISK FACTORS.

Our operating results depend upon many factors and are subject to various risks and uncertainties, including those discussed below. The material risks and uncertainties known to us and described below may negatively affect our business, financial condition and results of operations. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair or otherwise adversely affect our business, financial condition and results of operations, and may give rise to or amplify many of the risks discussed below.

### Business Risks

***A significant portion of our inventory may become obsolete.***

Our business strategy requires us to carry a significant amount of inventory to meet rapid processing of customer orders. If our inventory forecasting and production planning processes result in inventory levels exceeding the levels demanded by customers or should our customers decrease their orders with us, our operating results could be adversely affected due to costs of carrying the inventory and additional inventory write-downs for excess and obsolete inventory, which could materially adversely affect our business, financial condition and results of operations. For example, in 2022, our adjusted gross profit was negatively impacted by an inventory charge of \$1.7 million to reduce inventory related to discontinued products where the anticipated net realizable value was lower than the cost reflected in our records.

***Work stoppages and other disruptions at transportation centers or shipping ports, along with other supply chain disruptions, may adversely affect our ability to obtain inventory and make deliveries to our customers.***

Our ability to rapidly process customer orders is an integral component of our overall business strategy. Interruptions at our company-operated facilities or disruptions at a major transportation center or shipping port, due to events such as severe weather, labor interruptions, natural disasters, acts of terrorism, trade restrictions, government-imposed quotas or other events, could adversely affect our ability to maintain core products in inventory or deliver products to our customers on a timely basis or adversely affect demand for our products, which may in turn adversely affect our business, financial condition and results of operations. Similarly, other supply chain disruptions have impacted our ability to maintain certain core products in inventory and deliver products to customers on a timely basis, and may continue to impact our ability to do so. Such supply chain disruptions may adversely affect our business, financial condition and results of operations.

***TestEquity relies on a single supplier for a significant amount of its product inventory, and any disruptions in such supplier's business, operations or financial condition, or TestEquity's relationship with such supplier, could have a material adverse effect on our business, financial condition and results of operations.***

TestEquity relies on a single supplier for a significant amount of its product inventory, including electronic test and measurement equipment. During 2022 and 2021, the aggregate dollar amount of TestEquity's purchases from that supplier represented approximately 25% and 41%, respectively, of the aggregate dollar amount of TestEquity's purchases of product inventory from all of TestEquity's suppliers during such periods. Any disruptions in that supplier's business, operations or financial condition, or TestEquity's relationship with this supplier, could have a material adverse effect on our business, financial condition and results of operations.

***Changes in our customers, product mix and pricing strategy could cause our gross profit margin percentage to decline in the future.***

From time to time, our businesses have experienced overall changes in the product mix demand of customers. When customers or product mix changes, there can be no assurance that we will be able to maintain our gross profit margins. Changes in our customers, product mix, volume of orders or prices charged, along with additional freight costs or lower productivity levels, could cause our gross profit margin percentage to decline. Our gross profit margin percentage may also come under pressure in the future if we increase the percentage of national accounts in our customer base, as sales to these customers are generally at lower margins.

***Disruptions of our information and communication systems could adversely affect the Company.***

We depend on our information and communication systems to process orders, purchase and manage inventory, maintain cost-effective operations, sell and ship products, manage accounts receivable collections and serve our customers. Disruptions in the operation of information and communication systems can occur due to a variety of factors including power

outages, hardware failure, programming faults and human error. Disruptions in the operation of our information and communication systems, whether over a short or an extended period of time or affecting one or multiple distribution centers, could have a material adverse effect on our business, financial condition and results of operations.

***Cyber-attacks or other information security incidents could have a material adverse effect on our business, operating results and financial condition, subject us to additional legal costs and damage our reputation in the marketplace.***

We are increasingly dependent on digital technology to process and record financial and operating data and communicate with our employees and business partners. During the normal course of business we receive, retain and transmit certain confidential information that our customers provide to purchase products or services or to otherwise communicate with us, as well as certain information about our employees and other persons and entities.

Our technologies, systems, networks and data and information processes (and those of our business partners) have been, and may in the future be, the target of cyber-attacks and/or information security incidents that may have resulted in, or may in the future result in, the unauthorized release, misuse, loss or destruction of proprietary, personal and other information, or other disruption of our business operations, including compromise of our email systems. For example, in February 2022, DSG became aware that its computer network was the subject of a cyber incident potentially involving unlawful access. Because of the nature of the information that may have been compromised, we were required to notify the parties whose information was potentially compromised of the incident as well as various governmental agencies and have taken other actions, such as offering credit monitoring services. In addition, from time to time our email systems (and those of our business partners communicating with us) have been subjected to malicious attacks, including phishing attacks.

Such attacks or incidents could have a material adverse effect on our operating results and financial condition, subject us to additional legal costs and damage our reputation in the marketplace. The techniques used by criminals to obtain unauthorized access to sensitive data change frequently and often are not recognizable until launched against a target or until a breach has already occurred. Accordingly, we may be unable to anticipate these techniques or implement adequate preventative measures. As cyber threats continue to evolve, we may be required to expend additional resources to continue to modify or enhance our protective measures or to investigate and fix any information security vulnerabilities.

We maintain and have access to data and information that is subject to privacy and security laws, data protection laws and applicable regulations. The interpretation and application of such laws, including federal, state and international laws, relating to the collection, use, retention, disclosure, security and transfer of personally identifiable data in the United States (including but not limited to the California Consumer Privacy Act and the California Privacy Rights Act), Europe (including but not limited to the European Union's General Data Protection Regulation) and elsewhere, are uncertain and evolving. Despite our efforts to protect such information, cyber incidents or misplaced or lost data could have a materially adverse impact on our business, and may divert management and employee attention from other business and growth initiatives. Further, an information privacy or security incident could result in legal or reputational risks and could have a materially adverse impact on our business, financial condition and results of operations.

***The inability to successfully recruit, integrate and retain productive sales representatives could adversely affect our business, financial condition and operating results.***

We have committed to a plan to increase the size of our sales force. A successful expansion in our sales force requires us to identify under-served territories that offer the greatest potential growth opportunity, locate and recruit talented sales representatives, provide them with the proper training, and successfully integrate them into our organization. This expansion will require significant investment in capital and resources. The failure to identify the optimal sales territories, recruit and retain quality sales representatives and provide them with sufficient support could adversely affect our business, financial condition and results of operations.

It is also critical to retain the experienced and productive sales representatives that have historically contributed to the successes of our businesses. Failure to retain a sufficient number of talented, experienced and productive sales representatives could adversely affect our business, financial condition and results of operations.

***There may be difficulties in integrating certain operations of TestEquity's and Gexpro Services' respective businesses with our legacy operations, and the failure to successfully combine those operations within our expected timetable could adversely affect our future results and the market price of our common stock.***

The Mergers involve the combination of businesses that previously operated as independent businesses. Management has devoted and will continue to devote, significant attention and resources to combine certain business operations of TestEquity and Gexpro Services with our legacy business operations. This may divert the time and attention of our management team and diminish their time to manage our businesses, service existing customers, attract new customers, develop new products, services and strategies and identify other beneficial opportunities.

If our management is not able to effectively manage the process following the closing of the Mergers, or if any significant business activities are interrupted as a result of this process, our businesses could suffer.

Furthermore, it is possible that the Mergers could result in the loss of key employees. If we are not able to fully realize the anticipated savings and synergies from the Mergers in a timely manner, or the cost to achieve these synergies is greater than expected, we may not fully realize the anticipated benefits (or any benefits) of the Mergers, or it may take longer than expected to realize any benefits. The failure to fully or timely realize the anticipated benefits could have a negative effect on the market price of DSG common stock.

***Failure to retain talented employees, managers and executives could negatively impact our business and operating results.***

Our success depends on, among other things, our ability to attract, develop and retain talented employees, including executives and other key managers. The loss of certain key executives and managers or the failure to attract and develop talented employees could have a material adverse effect on our business, financial condition and results of operations.

***The inability of management to successfully implement changes in operating processes could lead to disruptions in our operations.***

We strive to improve operational efficiencies throughout our organization and to identify and initiate changes intended to improve our internal operations. The implementation of changes to our current operations involves a risk that the changes may not work as intended, may disrupt related processes, may not be properly applied or may not result in accomplishing the intended efficiencies. Failure to successfully manage the implementation of these changes could lead to disruptions in our operations.

***The inability to successfully integrate additional acquisitions into our organization could adversely affect our operations and operating results.***

One of our growth strategies is to actively pursue additional acquisition opportunities which complement our business model. However, there are risks associated with pursuing acquisitions, which include the incurrence of significant transaction costs without the guarantee that such transactions will be completed and the risk that we may not realize the anticipated benefits of the acquisition once it is completed. We may fail to successfully identify the right opportunities and/or to successfully integrate the acquired businesses, operations, technologies, systems and/or personnel with those of DSG, which could adversely affect our business, financial condition and results of operations. See also the section entitled “Item 1A. Risk Factors – TestEquity Merger and Gexpro Services Merger Risks” for a discussion of various additional risk factors relating to our completed business combination with TestEquity and Gexpro Services.

***We operate in highly competitive markets.***

The marketplaces in which we operate are highly competitive. Our competitors include large and small companies with similar or greater market presence, name recognition, and financial, marketing, and other resources. We believe the competition will continue to challenge our business with their product selection, financial resources and services.

***We may be required to recognize impairment charges for goodwill and other intangible assets.***

As a result of the closing of the Mergers on April 1, 2022, we have an amount of goodwill and other intangible assets on our balance sheet that is significantly greater than the amount of goodwill and other intangible assets on our December 31, 2021 consolidated balance sheet. In accordance with GAAP, our management periodically assesses our goodwill and other intangible assets to determine if they are impaired. Significant negative industry or economic trends, disruptions to our business, an inability to effectively integrate acquired businesses, unexpected significant changes, planned changes in use of the assets, divestitures and market capitalization declines may impair goodwill and other intangible assets. Any charges

relating to such impairments could materially and adversely affect our results of operations in the periods recognized, which could result in an adverse effect on the market price of DSG common stock.

***Changes that affect governmental and other tax-supported entities, including but not limited to changes arising from the ongoing conflict in Ukraine, could negatively impact our revenue and earnings.***

A portion of our revenue is derived from the United States military and other governmental and tax-supported entities. These entities are largely dependent upon government budgets and require adherence to certain laws and regulations, including sanctions. In February 2022, armed conflict escalated between Russia and Ukraine and resulted in sanctions against Russia and Belarus by the U.S. and other countries. Such sanctions to date include restrictions on selling or importing goods, services, or technology in or from affected regions and travel bans and asset freezes impacting connected individuals and political, military, business, and financial organizations in Russia and Belarus. Although we have not, do not currently and do not plan to conduct business operations in Russia, Belarus, or Ukraine, it is not possible to predict the broader consequences of this ongoing conflict, which could include further sanctions, embargoes, increases or decreases in military spending or other geopolitical instability. Any decrease in the levels of defense and other governmental spending or the introduction of more stringent governmental regulations and oversight, arising from the ongoing conflict in Ukraine or otherwise, could lead to reduced revenue or an increase in compliance costs which would adversely affect our business, financial condition and results of operations.

## **Debt Financing Risks**

***We have a significant amount of indebtedness, and our significant indebtedness could adversely affect our business, financial condition and results of operations.***

We have \$417.1 million of indebtedness as of December 31, 2022, which includes a significant amount of indebtedness under our Amended and Restated Credit Agreement (as defined herein). In addition, we may be able to incur a significant amount of additional indebtedness, subject to the terms and restrictions of our Amended and Restated Credit Agreement. Our indebtedness could have significant consequences on our future operations, including:

- events of default if we fail to comply with the financial and other covenants contained in the Amended and Restated Credit Agreement and/or other agreements governing our debt instruments, which could result in all of the debt becoming immediately due and payable or require us to negotiate an amendment to financial or other covenants that could cause us to incur additional fees and expenses;
- reducing the availability of our cash flow to fund working capital, capital expenditures, investments, acquisitions and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industries in which we operate, and the overall economy;
- limiting our ability to buy back common stock or pay dividends;
- placing us at a competitive disadvantage compared to any of our competitors that have less debt or are less leveraged; and
- increasing our vulnerability to the impact of adverse economic and industry conditions.

Our ability to meet our payment and other obligations under our debt instruments will depend on our ability to generate significant cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. We cannot assure that we will generate cash flow from operations, or that future borrowings will be available to us, in an amount sufficient to enable us to meet our indebtedness obligations and to fund other liquidity needs.

***Failure to adequately fund our operating and working capital needs through cash generated from operations and borrowings available under our Amended and Restated Credit Agreement could negatively impact our ability to invest in our business and maintain our capital structure.***

Our business requires investment in working capital and fixed assets. We expect to fund these investments from cash generated from operations and borrowings available under our Amended and Restated Credit Agreement. Failure to generate sufficient cash flow from operations or from our Amended and Restated Credit Agreement could cause us to have insufficient funds to operate our business. Adequate funds may not be available when needed or may not be available on favorable terms.

***Our business, financial condition and operating results could be materially adversely affected if we failed to meet the covenant requirements of our Amended and Restated Credit Agreement.***

Our Amended and Restated Credit Agreement contains financial and other restrictive covenants. These covenants could adversely affect us by limiting our financial and operating flexibility as well as our ability to plan for and react to market conditions and to meet our capital needs. Failure to meet these covenant requirements could lead to higher financing costs and increased restrictions, reduce or eliminate our ability to borrow funds, result in events of default and accelerate the date on which our indebtedness must be repaid.

If we require more liquidity than is available to us under our Amended and Restated Credit Agreement, we may need to raise additional funds through debt or equity offerings which may not be available when needed or may not be available on terms favorable to us. Should funding be insufficient at any time in the future, we may be unable to develop or enhance our products or services, take advantage of business opportunities or respond to competitive pressures, any of which could have a material adverse effect on our business, financial condition and results of operations.

***Government efforts to combat inflation, along with other interest rate pressures, could lead to higher financing costs.***

Inflation has risen on a global basis, the United States has been experiencing historically high levels of inflation, and government entities have taken various actions to combat inflation, such as raising interest rate benchmarks. Government entities may continue their efforts, or implement additional efforts, to combat inflation, which could include among other things continuing to raise interest rate benchmarks and/or maintaining interest rate benchmarks at elevated levels. Such government efforts, along with other interest rate pressures, could lead to higher financing costs and have material adverse effect on our business, financial condition and results of operations.

## **Common Stock Risks**

***The market price of our common stock may decline.***

The price of our common stock could decrease if our financial performance is inadequate or does not meet investors' expectations, if there is deterioration in the overall market for equities, if large amounts of shares are sold in the market, if there is index trading, or if investors have concerns that our business, financial condition, results of operations and capital requirements are negatively impacted by an economic downturn or any other adverse development.

***Entities affiliated with LKCM and J. Bryan King beneficially own a significant majority of the outstanding DSG common stock and, therefore, have significant influence over our Company, which could delay or deter a change in control or other business combination or otherwise cause us to take actions with which you may disagree.***

Based on a Schedule 13D filed with the SEC by LKCM and various other persons and entities (as amended through June 17, 2022), entities affiliated with LKCM beneficially owned in the aggregate approximately 14.6 million shares of DSG common stock as of June 15, 2022, representing approximately 75% of the outstanding shares of DSG common stock as of February 28, 2023. J. Bryan King, Chairman and Chief Executive Officer of the Company, is a Principal of LKCM. As a result, LKCM has significant influence over the outcome of matters requiring a stockholder vote, including the election of directors and the approval of other significant matters, and LKCM's interests may not align with the interests of other stockholders. This concentration of ownership could also have the effect of delaying or preventing a change of control or other business combination that might be beneficial to our stockholders.

In addition, as a result of this concentrated ownership interest of DSG common stock, DSG believes that it qualifies as a "controlled company." Under NASDAQ Listing Rules, a listed company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and, accordingly, DSG believes that, if it so desired, it would be generally exempt from the requirements of Rule 5605(b), (d) and (e) of the Nasdaq Listing Rules that among other things would otherwise require DSG to have:

- a majority of the DSG board of directors comprised of independent directors;
- a compensation committee comprised solely of independent directors; and
- director nominees be selected, or recommended to the DSG board of directors for selection, either by (1) DSG's independent directors constituting a majority of the DSG board of directors' independent directors in a vote in which only independent directors participate or (2) a nominating committee comprised solely of independent directors.

***Completion of the Mergers resulted in the issuance of a significant number of shares of DSG common stock, and may result in the issuance of a significant number of additional shares of DSG common stock, which could have a negative effect on the price of DSG common stock.***

We issued an aggregate of 10.3 million shares of DSG common stock on April 1, 2022 in connection with the closing of the Mergers. In addition, we could be obligated to issue up to an aggregate of 1.7 million additional shares of DSG common stock in accordance with the earnout provisions of the Merger Agreements. As of February 28, 2023, approximately 1.7 million additional shares of DSG common stock are expected to be issued to entities affiliated with LKCM in accordance with, and subject to customary terms and conditions of, the earnout provisions of the Merger Agreements. The issuance of such a significant number of shares of DSG common stock could have a negative effect on the market price of DSG common stock.

In addition, in accordance with the Merger Agreements, DSG granted to certain entities affiliated with LKCM certain registration rights with respect to the shares of DSG common stock that DSG has issued, and would be required to issue, in connection with the Mergers. Any sales of those shares, or the anticipation of the possibility of such sales, could create downward pressure on the market price of DSG common stock.

## **Legal and Regulatory Risks**

***A violation of federal, state or local environmental protection regulations could lead to significant penalties and fines or other remediation costs.***

Our product offerings include a wide variety of industrial chemicals and other products which are subject to a multitude of federal, state and local regulations. These environmental protection laws change frequently and affect the composition, handling, transportation, storage and disposal of these products. Failure to comply with these regulations could lead to severe penalties and fines for each violation.

Additionally, a facility we own in Decatur, Alabama, was found to contain hazardous substances in the soil and groundwater as a result of historical operations prior to our ownership. We retained an environmental consulting firm to further investigate the contamination, including measurement and monitoring of the site. The Company concluded that further remediation was required, and accordingly, has made an accrual for the estimated cost of this environmental matter. A remediation plan was approved by the Alabama Department of Environmental Management and the remediation of the affected area is ongoing. Additional procedures may be required that could negatively impact our business, financial condition and results of operations.

***Our results of operations could be affected by changes in taxation.***

Our results of operations could be affected by changes in tax rates, audits by taxing authorities or changes in laws, regulations and their interpretation. Changes in applicable tax laws and regulations could affect our ability to realize our deferred tax assets, which could adversely affect our results of operations.

***TestEquity's and Gexpro Services' international operations subject us to new and additional legal and regulatory regimes.***

TestEquity has business operations and/or sales in a number of foreign countries, including Canada, Mexico, Germany and the United Kingdom. Gexpro Services has business operations and/or sales in a number of foreign countries, including Hungary and China. Lawson has business operations in Canada. As a result of the completion of the Mergers, we are subject to a wider array of foreign legal and regulatory regimes (including tax regimes) than what we were subject to prior to the completion of the Mergers. Compliance with diverse legal and regulatory requirements, including in connection with the movement or repatriation of cash, may be costly and time-consuming and require significant resources. Violations could result in significant fines or monetary damages, sanctions, prohibitions or restrictions on doing business and damage to our reputation. In addition, operating in foreign countries requires us to manage the potential conflicts between locally accepted business practices in any given jurisdiction and our obligations to comply with laws and regulations with respect to such jurisdictions, including anti-corruption laws or regulations applicable to DSG, such as the U.S. Foreign Corrupt Practices Act (the "FCPA") and the UK Bribery Act 2010 (the "UKBA"). The U.S., U.K. and other foreign agencies and authorities have a broad range of civil and criminal penalties they may seek to impose against companies for violations of export controls, the



FCPA, the UKBA, and other laws, rules, sanctions, embargoes and regulations, including those established by the Office of Foreign Assets Control. Any violation of these legal requirements, even if prohibited by our policies, procedures and controls, could subject us to criminal or civil enforcement actions or penalties for non-compliance or otherwise have an adverse effect on our business and reputation.

***As a result of the Mergers, DSG's ability to use its net operating losses and certain other tax attributes generated prior to the Mergers may be subject to limitations.***

At December 31, 2022, the Company had \$24.2 million of U.S. federal net operating loss carryforwards which are subject to expiration beginning in 2026 and \$28.7 million of various state net operating loss carryforwards which expire at varying dates between 2023 and 2034. As a result of the Mergers, DSG's ability to use its net operating losses and certain other tax attributes generated prior to the Mergers may be subject to limitations, which may adversely impact on our future tax liability and cash flows.

#### **Public Health Emergencies Risks**

***Public health emergencies, whether domestic or international, such as the COVID-19 pandemic, may materially adversely affect our business, financial condition and results of operations.***

Pandemics, epidemics or disease outbreaks in the U.S. or globally may have a material adverse effect on our business, employees, suppliers, customers, and the general economy. The full effect and estimated length of these disruptions could be difficult to predict by the Company given such an event is affected by a number of factors, many of which could be outside of our control. For example, the COVID-19 pandemic resulted in lost revenue to our Company, limited our ability to source high demand product, limited our sales force to perform certain functions due to state or federal stay-at-home orders, resulted in a slow-down of customer demand for our products and limited the ability of some customers to pay us on a timely basis.

#### **TestEquity Merger and Gexpro Services Merger Risks**

***We are subject to business uncertainties as a result of the Mergers that could materially and adversely affect our businesses.***

Uncertainty about the effect of the Mergers on employees, customers, suppliers and others having business relationships with us may have a material and adverse effect on our businesses. These uncertainties may impair our ability to attract, retain and motivate key personnel for a period of time after the closing of the Mergers. These uncertainties could also cause our customers, suppliers and other contractors to change or sever existing business relationships with us. Employee retention and recruitment may be challenging for the combined company as existing employees and prospective employees may experience uncertainty about their future roles with the combined company. Furthermore, no assurance can be given that after the Mergers we will be able to attract or retain key management personnel or other key employees to the same extent that legacy Lawson, TestEquity and Gexpro Services had been able to attract or retain their own employees. The departure of existing key employees or the failure of potential key employees to accept employment with the combined company, despite our retention and recruiting efforts, could have a material adverse impact on our business, financial condition and operating results.

***Litigation relating to the Mergers could result in the payment of damages following the closing of the Mergers.***

DSG and members of the DSG board of directors currently are, and may in the future be, parties, among others, to litigation related to the Merger Agreements and the Mergers. Among other remedies, the stockholders in the pending litigation seek, and other stockholders could seek, monetary damages. The outcome of any legal proceedings are difficult to predict and any such lawsuits could result in substantial costs to us. The existence of litigation relating to the Mergers may also be costly and distracting to management. Further, the resources and costs to defend or settle any lawsuit or claim may adversely affect our business, financial condition, results of operations and cash flows. See Note 15 – Commitments and Contingencies to our consolidated financial statements, included in Item 8. Financial Statements, for a description of certain of our pending legal proceedings relating to the Mergers, which are incorporated herein by reference.

***TestEquity and Gexpro Services were private companies before the Mergers and may not have had in place the financial organization, reporting and internal controls necessary for a public company. We are required to evaluate our internal controls over financial reporting under Section 404 of the Sarbanes-Oxley Act of 2002 and any adverse results***

***from such evaluation could result in a loss of investor confidence in our financial reports and could have an adverse effect on our stock price.***

TestEquity and Gexpro Services were private companies before the Mergers and may not have had in place the financial organization, reporting and controls which are required for a U.S. public company. The cost of implementing this type of financial organization, reporting and controls in respect of TestEquity and Gexpro Services and integrating their financial reporting processes with our financial reporting processes may be significant. If there are limitations in TestEquity's or Gexpro Services' financial organization, reporting and controls, or if we are unable to effectively integrate their financial reporting processes with our financial reporting processes, we could have, among other things, material weaknesses in our internal controls, violate our indebtedness covenants, miss an SEC reporting deadline or otherwise fail to comply with an applicable law or regulation.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. As a result of our expanding business operations, primarily related to our merger in April 2022, we have experienced an increase in complex and non-routine accounting transactions and control activities necessary to properly present consolidated results. Specifically, in our TestEquity operating segment, we did not have sufficient technical accounting resources and personnel (i) to help ensure proper application of U.S. GAAP in the accounting for certain areas primarily related to accounting for business acquisitions and the disposal of rental equipment, or (ii) to effectively design and execute our process level controls around (a) revenue recognition, (b) account reconciliations, (c) accounting policies, and (d) proper segregation of duties. Although these control deficiencies did not result in any material misstatement of our consolidated financial statements, it could lead to a material misstatement of account balances or disclosures. Accordingly, management has concluded that these control deficiencies constitute a material weakness at December 31, 2022. Management has identified the steps necessary to remediate the material weakness, however, the material weakness has not been remediated as of December 31, 2022.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, we are required to furnish a report by our management on our internal control over financial reporting. This assessment must include disclosure of any material weaknesses in our internal control over financial reporting identified by management. Each year, we must prepare or update the process documentation and perform the evaluation needed to comply with Section 404 of the Sarbanes-Oxley Act of 2002. During this process, if our management identifies one or more material weaknesses in our internal control over financial reporting, we will be unable to assert such internal control is effective. Ensuring that we have adequate internal financial and accounting controls and procedures in place is a costly and time-consuming exercise that needs to be re-evaluated frequently. We and our independent auditors may in the future discover areas of our internal controls that need further attention and improvement, particularly with respect to any other businesses that we decide to acquire in the future.

Implementing any appropriate changes to our internal controls may require specific compliance training, entail substantial costs in order to modify our existing accounting systems or those of the companies that we acquire, and take a material period of time to complete. However, such changes may not be effective in maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and could harm our ability to operate our business. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. Investor perception that our internal controls are inadequate or that we are unable to produce accurate financial statements on a timely, consistent basis may adversely affect our stock price. Failure to comply with Section 404 of the Sarbanes-Oxley Act of 2002 could also potentially subject us to sanctions or investigations by the SEC, NASDAQ or other regulatory authorities.

## **General Risks**

***Our results of operations may be adversely impacted by a downturn in the economy or in certain sectors of the economy.***

Any decline or uncertainty in the strength of the economy may lead to a decrease in customer spending and may cause certain customers to cancel or delay placing orders. Some of our customers may file for bankruptcy protection, preventing us from collecting on accounts receivable and may result in our stocking excess inventory. Contractions in the credit markets may also cause some of our customers to experience difficulties in obtaining financing, leading to lower sales, delays in the collection of receivables and result in an increase in bad debt expense.

Adverse economic conditions could also affect our key suppliers and contractors. This could lead us to incur additional expenses or result in delays in shipping products to our customers. Economic uncertainty can make it difficult to accurately predict future order activity and affect our ability to effectively manage inventory levels. There are no assurances that we would be able to establish alternative financing or obtain financing with terms similar to our existing financing arrangements, including our credit agreement.

***Changes in energy costs, tariffs, transportation costs and the cost of raw materials used in our products, and other inflationary pressures, could impact our cost of goods and distribution and occupancy expenses, which may result in lower operating margins.***

Increases in the cost of raw materials used in our products (e.g., steel, brass, copper), quotas imposed on any cross border supplies within our businesses, increases in tariffs, increases in natural gas, electricity and other energy costs and increases in freight and other costs necessary to produce and transport our products, as well as other inflationary pressures, will raise the production costs of our vendors. Those vendors have typically looked to pass the higher costs along to us through price increases. If we are unable to fully pass such increased prices and costs through to our customers or to modify our activities, the impact would have an adverse effect on our operating profit margins and financial condition. On the other hand, a decrease in oil prices may result in weaker demand from oil and gas customers in the future, resulting in lower net sales. Changes in trade policies could affect our sourcing of product and ability to secure sufficient product and/or impact the cost or price of our products, with potentially negative impacts on our reported gross profits and results of operations.

***Supply chain constraints, inflationary pressure and labor shortages could impact our cost of goods and other costs and expenses, which may result in lower gross profit margins and/or otherwise materially adversely affect our business, financial condition and results of operations.***

Our businesses have been and may continue to be impacted by supply chain constraints, resulting in inflationary pressure on material costs, longer lead times, port congestion, and increased freight costs. This could result in challenges in acquiring and receiving inventory in a timely fashion and fulfilling customer orders. In addition, we have been and may continue to be impacted by labor shortages. This could result in challenges in fulfilling customer orders and can have a negative impact on our operating results as we may be required to utilize higher-cost temporary labor. We have also experienced and continue to experience inflationary pressure in other areas that adversely impact our cost of goods sold and other costs and expenses. While we have instituted various price increases during 2022 in response to rising supplier costs, as well as increased transportation and labor costs, there can be no assurance that future cost increases can be partially or fully passed on to customers, or that the timing of such sales price increases will match our supplier cost increases. As a result, we are unable to predict the impact of these constraints on our business, financial condition and results of operations.

***The Company is exposed to the risk of foreign currency changes.***

A number of our subsidiaries are located and operate outside the United States, and each uses the currency in such foreign country as its functional currency. Operating results denominated in foreign currencies are translated into U.S. dollars when consolidated into our financial statements. Therefore, we are exposed to market risk relating to the fluctuation of value of such foreign currencies (including the Canadian dollar, Mexican peso, British pound sterling, the Euro, Danish krone, Brazilian real, Chinese renminbi, and Turkish lira) relative to the U.S. dollar that could adversely affect our financial condition and operating results.

In addition, the revolving credit facility under our Amended and Restated Credit Agreement is available to be drawn in U.S. dollars, Canadian dollars and any other additional currencies that may be agreed between us and our lenders. Any borrowings in Canadian dollars or any other foreign currency would expose us to market risk relating to the change in the value of such foreign currency in relation to the U.S. dollar.

**ITEM 1B. UNRESOLVED STAFF COMMENTS.**

None.

**ITEM 2. PROPERTIES.**

Our principal executive office is located in Chicago, Illinois under a lease expiring in March 2026. As of December 31, 2022, we owned or leased multiple properties in the United States and abroad, including office spaces, distribution centers, warehouses and branch retail locations.

Owned and leased properties by reportable segment as of December 31, 2022 are summarized below.

	Number of Properties			
	Lawson	TestEquity	Gexpro Services	All Other <sup>(1)</sup>
Offices	2	4	3	—
Distribution centers/warehouses	6	8	28	—
Branch locations	—	—	—	14
Other <sup>(2)</sup>	1	—	—	—
<b>Total</b>	<b>9</b>	<b>12</b>	<b>31</b>	<b>14</b>

<sup>(1)</sup> Properties used by the Bolt Supply House ("Bolt"), a non-reportable segment.

<sup>(2)</sup> In connection with the sale of a discontinued business, we have agreed to lease the facility prior to the sale of the property.

While we believe that our facilities are adequate to meet our current needs, we will continue to assess the location and operation of our facilities to determine whether they meet the strategic needs of our business.

**ITEM 3. LEGAL PROCEEDINGS.**

See Note 15 – Commitments and Contingencies to our consolidated financial statements, included in Item 8. Financial Statements and Supplementary Data, which is incorporated herein by reference, for a description of certain of our pending legal proceedings, which are incorporated herein by reference. In addition, the Company is involved in legal actions that arise in the ordinary course of business.

**ITEM 4. MINE SAFETY DISCLOSURES.**

Not applicable.

**PART II****ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.****Stock Price Data**

The Company’s common stock is traded on the Nasdaq Global Select Market under the symbol of “DSGR”. On February 28, 2023, the closing sales price of our common stock was \$44.41 and the number of stockholders of record was 275. We did not declare or pay dividends in either 2022 or 2021 and the Company currently has no plans to declare or pay dividends in the foreseeable future. Dividends are subject to certain restrictions based on terms detailed in our Amended and Restated Credit Agreement. Information about our equity compensation plans may be found in Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters, of this report which is hereby incorporated by reference.

**Repurchases of Equity Securities**

In the second quarter of 2019, the Board of Directors authorized a program pursuant to which the Company was authorized to repurchase up to \$7.5 million of DSG common stock from time to time in open market transactions, privately negotiated transactions or by other methods. On November 2, 2022, the Board of Directors increased the repurchase program from \$7.5 million to \$12.5 million. We had \$7.6 million of remaining availability under the stock repurchase program as of December 31, 2022.

The following table summarizes repurchases of DSG common stock for the three months ended December 31, 2022 under the repurchase program described above and excludes shares withheld from employees to satisfy tax withholding requirements on option exercises and other equity-based transactions.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs
October 1 through October 31, 2022	—	\$ —	—	\$ 7,572,000
November 1 through November 30, 2022	—	—	—	7,572,000
December 1 through December 31, 2022	—	—	—	7,572,000
Total	—	—	—	—

**ITEM 6. [RESERVED]**

## ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion and analysis of financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes included in this Annual Report on Form 10-K, the Lawson Products, Inc. audited consolidated financial statements and accompanying notes included in DSG’s Annual Report on Form 10-K filed for the year ended December 31, 2021 and the Lawson Products, Inc. unaudited condensed consolidated financial statements and accompanying notes included in DSG’s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022.

References to “DSG”, the “Company”, “we”, “our” or “us” refer to Distribution Solutions Group, Inc. and all entities consolidated in the accompanying consolidated financial statements.

### Overview

DSG is a multi-platform specialty distribution company providing high touch, value-added distribution solutions to the maintenance, repair & operations (“MRO”), the original equipment manufacturer (“OEM”) and the industrial technologies markets. The Mergers that were consummated in April 2022 resulted in the combination of Lawson Products, Inc. (“Lawson”), TestEquity Acquisition, LLC (“TestEquity”) and 301 HW Opus Holdings, Inc., conducting business as Gexpro Services (“Gexpro Services”). For a description of the business combination, refer to Item 1. Business and Note 1 – Nature of Operations and Basis of Presentation in Item 8. Financial Statements.

We manage and report our operating results through three reportable segments: Lawson, TestEquity and Gexpro Services. A summary of our segments is presented below. For additional details about our segments, see Item 1. Business and Note 14 – Segment Information in Item 8. Financial Statements.

*Lawson* is a distributor of specialty products and services to the industrial, commercial, institutional and government MRO market.

*TestEquity* is a distributor of test and measurement equipment and solutions, electronic production supplies, and tool kits from its leading manufacturer partners supporting the technology, aerospace, defense, automotive, electronics, education, and medical industries.

*Gexpro Services* is a global supply chain solutions provider, specializing in developing and implementing VMI and kitting programs to high-specification manufacturing customers.

In addition to these three reportable segments, we have an “All Other” category which includes unallocated DSG holding company costs that are not directly attributable to the ongoing operating activities of our reportable segments and the inconsequential results of a non-reportable segment.

### Sales Drivers

DSG believes that the Purchasing Managers Index (“PMI”) published by the Institute for Supply Management is an indicative measure of the relative strength of the economic environment of the industry in which we operate. The PMI is a composite index of economic activity in the U.S. manufacturing sector. We believe that a measure of that index above 50 generally indicates expansion of the manufacturing sector while a measure below 50 generally represents contraction. The average monthly PMI was 53.5 in the year ended December 31, 2022 compared to 60.7 in the year ended December 31, 2021.

#### Lawson Sales Drivers

The North American MRO market is highly fragmented. Lawson competes for business with several national distributors as well as a large number of regional and local distributors. The MRO business is impacted by the overall strength of the manufacturing sector of the U.S. economy.

Lawson’s revenue is also influenced by the number of sales representatives and their productivity. Lawson plans to continue concentrating its efforts on increasing the productivity and size of its sales team. Additionally, Lawson drives revenue through the expansion of products sold to existing customers as well as attracting new customers and additional ship-to locations. Lawson also uses an inside sales team and an e-commerce site to generate sales.

#### TestEquity Sales Drivers

Across both the test and measurement and electronic production supplies businesses, the North American market is highly fragmented with competitors ranging from large global distributors to national and regional distributors.

TestEquity management focuses on the internal metric of Sales per Day (“SPD”) and Day Adjust Growth (“DAG”). The SPD calculates and compares TestEquity’s total sales divided by the number of selling days, adjusted for weekends and holidays. A selling day generally represents a business day in which TestEquity ships products to its customers. The DAG represents the percentage increase or decrease in the SPD for a defined period of time.

Specifically in respect of its electronic production supplies business, the current semi-conductor chip shortage, primarily due to the COVID-19 pandemic, is negatively impacting TestEquity’s business as such chips are key elements to the electronic production process. TestEquity anticipates that recovery of this important part of its customers’ supply chain will occur in 2023.

### **Gexpro Services Sales Drivers**

The global supply chain solutions market is highly fragmented across Gexpro Services' key vertical segments. Gexpro Services' competitors range from large global distributors and manufacturers to small regional domestic distributors and manufacturers. Gexpro Services revenue is influenced by our OEMs' production schedules, new product introduction launches, and service project needs.

Gexpro Services drives revenue through increasing wallet share with existing customers, customer-led geographic expansion, and new customer development in its six key vertical markets. Additionally, Gexpro Services drives revenue through expansion of its installation and aftermarket services by leveraging its portfolio of recent acquisitions.

## **Key Factors Affecting our Results of Operations and Financial Condition**

### **Supply Chain Disruptions**

Along with the broader economy, we continue to be affected by rising supplier costs caused by inflation and increased transportation and labor costs. This results in challenges in acquiring and receiving inventory in a timely fashion and fulfilling customer orders, which offset some of the sales gains we recorded in 2022 compared to 2021. The supply chain disruptions have also led to higher product costs which have contributed to lower gross profit margins as a percentage of sales in certain pieces of our business. We have instituted various price increases during 2021 and 2022 in response to rising supplier costs, as well as increased transportation and labor costs.

## **Factors Affecting Comparability to Prior Periods**

Our results of operations are not directly comparable to prior results for the periods presented due to the Mergers that were completed on April 1, 2022. The Mergers were accounted for as a reverse merger under the acquisition method of accounting in accordance with the accounting guidance for reverse acquisitions as provided in Accounting Standards Codification 805, Business Combinations ("ASC 805"). Under this guidance, TestEquity and Gexpro Services were treated as a combined entity as the accounting acquirer for financial reporting purposes, and DSG was identified as the accounting acquiree. This determination was primarily made as TestEquity and Gexpro Services were under the common control of an entity that owns a majority of the voting rights of the combined entity, and therefore, only DSG experienced a change in control. Accordingly, the consolidated financial statements as of December 31, 2022 and December 31, 2021 and for the years ended December 31, 2022 and 2021 reflect the results of operations and financial position of TestEquity and Gexpro Services on a consolidated basis, and the results of operations of DSG's legacy Lawson business are included only subsequent, and not prior, to the April 1, 2022 Merger Date.

## **Non-GAAP Financial Measures**

The Company's management believes that certain non-GAAP financial measures may provide users of this financial information with additional meaningful comparisons between current results and results in prior operating periods. Management believes that these non-GAAP financial measures can provide additional meaningful reflection of underlying trends of the business because they provide a comparison of historical information that excludes certain infrequently

occurring, seasonal or non-operational items that impact the overall comparability. These non-GAAP financial measures should be viewed in addition to, and not as an alternative for, the Company's reported results prepared in accordance with GAAP.

### **Non-GAAP Adjusted EBITDA**

Management believes Adjusted EBITDA is an important measure of the Company's operating performance. We define Adjusted EBITDA as operating income plus depreciation and amortization, stock-based compensation, severance costs, costs related to the execution of the Mergers, adjustments recorded to reduce inventory related to certain discontinued products, amortization of fair value step-up resulting from the Mergers, acquisition related costs (unrelated to the Mergers), and other non-recurring items. The following table provides our calculation of Adjusted EBITDA for the year ended December 31, 2022 and 2021:

#### ***Reconciliation of Operating Income to Non-GAAP Adjusted EBITDA (Unaudited)***

(in thousands)	<b>Year Ended December 31</b>	
	<b>2022<sup>(8)</sup></b>	<b>2021</b>
Operating income (loss)	\$ 41,786	\$ 11,421
Depreciation and amortization	45,186	18,683
Stock-based compensation <sup>(1)</sup>	2,448	—
Severance costs <sup>(2)</sup>	2,796	50
Merger/integration costs <sup>(3)</sup>	12,659	2,435
Inventory net realizable value adjustment <sup>(4)</sup>	1,737	—
Inventory step-up <sup>(5)</sup>	2,867	212
Acquisition related costs <sup>(6)</sup>	2,782	6,373
Other non-recurring <sup>(7)</sup>	1,597	243
Adjusted EBITDA	<u>\$ 113,858</u>	<u>\$ 39,417</u>

<sup>(1)</sup> Expense primarily for stock-based compensation, of which a portion varies with the Company's stock price.

<sup>(2)</sup> Includes severance expense from actions taken in 2022 and 2021, not related to a formal restructuring plan.

<sup>(3)</sup> Merger transaction costs related to the negotiation, review and execution of the Merger Agreements relating to the Mergers and subsequent integration costs.

<sup>(4)</sup> Inventory net realizable value adjustment recorded to reduce inventory related to discontinued products where the anticipated net realizable value was lower than the cost reflected in our records.

<sup>(5)</sup> Inventory fair value step-up adjustments resulting from the reverse merger acquisition accounting for Lawson and acquisition accounting for additional acquisitions completed by Gexpro Services.

<sup>(6)</sup> Expense for acquisition related costs, unrelated to the Mergers.

<sup>(7)</sup> Other non-recurring costs consists of sales force optimization and other non-recurring items.

<sup>(8)</sup> Includes the operating results of Lawson subsequent, but not prior, to the April 1, 2022 Merger Date in accordance with GAAP accounting guidance for reverse acquisitions.

Management uses operating income and Adjusted EBITDA to evaluate the performance of its reportable segments. See Note 14 – Segment Information of our consolidated financial statements within Item 8. Financial Statements for additional information about our reportable segments. The following table provides Adjusted EBITDA by reportable segment:



(in thousands)	Year Ended December 31	
	2022	2021
<b>Adjusted EBITDA</b>		
Lawson <sup>(1)</sup>	\$ 30,584	\$ —
TestEquity	34,736	16,107
Gexpro Services	43,206	23,310
All Other <sup>(2)</sup>	5,332	—
<b>Consolidated Adjusted EBITDA</b>	<b>\$ 113,858</b>	<b>\$ 39,417</b>

<sup>(1)</sup> Includes the operating results of Lawson subsequent, but not prior, to the April 1, 2022 Merger Date in accordance with GAAP accounting guidance for reverse acquisitions.

<sup>(2)</sup> Includes the operating results of All Other subsequent, but not prior, to the April 1, 2022 Merger Date in accordance with GAAP accounting guidance for reverse acquisitions.

### **Supplemental Information - Lawson Non-GAAP Adjusted Operating Income and Non-GAAP Adjusted EBITDA**

For management to discuss Lawson's operating results on a comparable basis, Lawson's historical, pre-merger components of operating income have been provided separately in the table below. In addition, Lawson's GAAP results of operations were adjusted to include the results prior to the Merger Date in order to reflect the total operating activities attributable to Lawson for each period presented. Management believes this historical information provides the most meaningful basis of comparison for Lawson's operations, is more useful in identifying current business trends, and is important for the user of our financial statements in understanding Lawson's business. Refer to Note 1 – Nature of Operations and Basis of Presentation and Note 3 – Business Acquisitions within Item 8. Financial Statements for information about the Mergers.

These non-GAAP amounts are not considered to be prepared in accordance with GAAP, have not been prepared as pro forma results under applicable regulations, may not reflect the actual results we would have achieved had the Mergers occurred at the beginning of 2021, and should not be viewed as a substitute for the results of operations presented in accordance with GAAP. Lawson's historical operating results prior to the Mergers were obtained from the consolidated financial statements included in DSG's Annual Report on Form 10-K filed for the year ended December 31, 2021 and the unaudited condensed consolidated financial statements included in DSG's Quarterly Report on Form 10-Q filed for the quarterly period ended March 31, 2022.

(in thousands)	Year Ended December 31, 2022			Year Ended December 31, 2021		
	GAAP Results <sup>(1)</sup>	Pre-Merger Results <sup>(2)</sup>	Adjusted Results <sup>(3)</sup>	GAAP Results <sup>(1)</sup>	Pre-Merger Results <sup>(4)</sup>	Adjusted Results <sup>(3)</sup>
<b>Lawson Operating Income</b>						
Revenue	\$ 324,783	\$ 104,902	\$ 429,685	\$ —	\$ 371,668	\$ 371,668
Cost of goods sold	154,030	49,371	203,401	—	171,193	171,193
Gross profit	170,753	55,531	226,284	—	200,475	200,475
Selling, general and administrative expenses	164,217	44,435	208,652	—	192,283	192,283
Operating income (loss)	\$ 6,536	\$ 11,096	\$ 17,632	\$ —	\$ 8,192	\$ 8,192
<b>Lawson Adjusted EBITDA<sup>(5)</sup></b>	<b>\$ 30,584</b>	<b>\$ 8,042</b>	<b>\$ 38,626</b>	<b>\$ —</b>	<b>\$ 30,390</b>	<b>\$ 30,390</b>

- <sup>(1)</sup> Operating income prepared in accordance with GAAP, which includes Lawson's results of operations subsequent, but not prior, to the April 1, 2022 Merger Date. For the year ended December 31, 2021, the operating results of Lawson were not included in the Company's GAAP results. See Note 1 – Nature of Operations and Basis of Presentation and Note 3 – Business Acquisitions within Item 8. Financial Statements.
- <sup>(2)</sup> Lawson's results of operations for the three months ended March 31, 2022, which occurred prior to the April 1, 2022 Merger Date, were not included in the Company's GAAP operating results under reverse merger acquisition accounting.
- <sup>(3)</sup> Lawson's results of operations adjusted for comparability on a period-over-period basis. These non-GAAP results represent Lawson's total operating activities for the year ended December 31, 2022 and 2021, regardless of the Mergers (that is, they reflect both pre- and post-Merger results of Lawson).
- <sup>(4)</sup> Lawson's results of operations for the year ended December 31, 2021, which occurred prior to the April 1, 2022 Merger Date, were not included in the Company's GAAP operating results under reverse merger acquisition accounting. See Note 1 – Nature of Operations and Basis of Presentation and Note 3 – Business Acquisitions within Item 8. Financial Statements.
- <sup>(5)</sup> Refer to the Non-GAAP Adjusted EBITDA section above for a reconciliation of Adjusted EBITDA to operating income.

### **Composition of Results of Operations**

The following results of operations for the years ended December 31, 2022 and 2021 include the accounts of the TestEquity and Gexpro Services combined entity, as the accounting acquirer, and include the results of Lawson only subsequent, and not prior, to the April 1, 2022 Merger Date.

## RESULTS OF OPERATIONS FOR 2022 AS COMPARED TO 2021

### Consolidated Results of Operations

(Dollars in thousands)	Year Ended December 31,			
	2022		2021	
	Amount	% of Revenue	Amount	% of Revenue
<b>Revenue</b>				
Lawson <sup>(1)</sup>	\$ 324,783	28.2 %	\$ —	— %
TestEquity	392,358	34.1 %	264,161	50.8 %
Gexpro Services	385,326	33.5 %	256,129	49.2 %
All Other <sup>(2)</sup>	48,955	4.3 %	—	— %
Total Revenue	1,151,422	100.0 %	520,290	100.0 %
<b>Cost of goods sold</b>				
Lawson <sup>(1)</sup>	154,030	13.4 %	—	— %
TestEquity	302,980	26.3 %	206,971	39.8 %
Gexpro Services	272,462	23.7 %	183,041	35.2 %
All Other <sup>(2)</sup>	31,052	2.7 %	—	— %
Total Cost of goods sold	760,524	66.1 %	390,012	75.0 %
Gross profit	390,898	33.9 %	130,278	25.0 %
<b>Selling, general and administrative expenses</b>				
Lawson <sup>(1)</sup>	164,217	14.3 %	—	— %
TestEquity	78,003	6.8 %	56,861	10.9 %
Gexpro Services	91,573	8.0 %	61,996	11.9 %
All Other <sup>(2)</sup>	15,319	1.3 %	—	— %
Total Selling, general and administrative expenses	349,112	30.3 %	118,857	22.8 %
Operating income (loss)	41,786	3.6 %	11,421	2.2 %
Interest expense	(24,301)	(2.1)%	(16,737)	(3.2)%
Loss on extinguishment of debt	(3,395)	(0.3)%	—	— %
Change in fair value of earnout liabilities	(483)	— %	—	— %
Other income (expense), net	(670)	(0.1)%	577	0.1 %
Income (loss) before income taxes	12,937	1.1 %	(4,739)	(0.9)%
Income tax expense (benefit)	5,531	0.5 %	313	0.1 %
Net income (loss)	\$ 7,406	0.6 %	\$ (5,052)	(1.0)%

<sup>(1)</sup> Includes the operating results of Lawson subsequent, but not prior, to the Merger Date of April 1, 2022.

<sup>(2)</sup> Includes the operating results of All Other subsequent, but not prior, to the April 1, 2022 Merger Date.

### Overview of Consolidated Results of Operations

Our consolidated results of operations include the financial impact of the Mergers that were completed on April 1, 2022. The increase in gross profit for 2022 compared to 2021 was primarily due to the inclusion of Lawson operations only subsequent, and not prior, to the Merger Date. Expenses for 2022 were impacted by the inclusion of Lawson operations only subsequent, and not prior, to the Merger Date, the 2021 and 2022 acquisitions, and Merger related costs.

Refer to Results by Reportable Segment below for a complete discussion of our results of operations.

## Results by Reportable Segment

### Lawson Segment

(Dollars in thousands)	Year Ended December 31,		Change	
	2022	2021	Amount	%
Revenue	\$ 324,783	\$ —	\$ 324,783	— %
Cost of goods sold	154,030	—	154,030	— %
Gross profit	170,753	—	170,753	— %
Selling, general and administrative expenses	164,217	—	164,217	— %
Operating income (loss)	\$ 6,536	\$ —	\$ 6,536	— %
Gross profit margin	52.6 %	— %		
Adjusted EBITDA <sup>(1)</sup>	\$ 30,584	\$ —	\$ 30,584	— %

<sup>(1)</sup> Refer to the Non-GAAP Adjusted EBITDA section in Overview for a reconciliation of Adjusted EBITDA to operating income.

The increase in revenue, gross profit and operating income for 2022 compared to 2021 was due to the inclusion of Lawson operations beginning on the Merger Date and not including any Lawson operations prior to the Merger Date.

### Supplemental Information

For management to discuss Lawson's operating results on a comparable basis, Lawson's GAAP results of operations were adjusted to include its results prior to the April 1, 2022 Merger Date in order to reflect the total operating activities attributable to Lawson for each period presented. These non-GAAP Adjusted Results presented in the table below are referred to within this results of operations discussion as "Adjusted".

(Dollars in thousands)	Year Ended December 31,		Adjusted Change	
	Adjusted 2022 <sup>(1)</sup>	Adjusted 2021 <sup>(1)</sup>	Amount	%
Revenue	\$ 429,685	\$ 371,668	\$ 58,017	15.6%
Cost of goods sold	203,401	171,193	32,208	18.8%
Gross profit	226,284	200,475	25,809	12.9%
Selling, general and administrative expenses	208,652	192,283	16,369	8.5%
Operating income (loss)	\$ 17,632	\$ 8,192	\$ 9,440	115.2%
Gross profit margin	52.7 %	53.9 %		
Adjusted EBITDA <sup>(2)</sup>	\$ 38,626	\$ 30,390	\$ 8,236	27.1%

<sup>(1)</sup> For comparability purposes, Lawson's GAAP results of operations were adjusted to include the historical results of Lawson prior to the Merger Date. Refer to the section *Factors Affecting Comparability to Prior Periods* and the non-GAAP measures section *Supplemental Information - Lawson Non-GAAP Adjusted Operating Income and Non-GAAP Adjusted EBITDA* for more information related to the calculation of adjusted amounts.

<sup>(2)</sup> Refer to the Non-GAAP Adjusted EBITDA section in Overview for a reconciliation of Adjusted EBITDA to operating income.

### Revenue and Gross Profit

Adjusted revenue increased 15.6% to \$429.7 million for 2022 compared to adjusted revenue of \$371.7 million for the same period a year ago. The increase in adjusted revenue compared to the prior year was primarily driven by the realization of price increases enacted throughout 2021 and 2022 to offset rising supplier costs, increased quantity volumes and strengthening sales to our strategic customers and automotive end market.

Adjusted gross profit increased \$25.8 million to \$226.3 million for the year ended December 31, 2022 compared to \$200.5 million in the prior year primarily as a result of increased sales and the related price increases put in place. Lawson adjusted gross profit as a percent of adjusted revenue was 52.7% for 2022 compared to 53.9% in the prior year. The adjusted

gross margin percentage for 2022 was impacted by increased supplier costs from inflation, supply chain disruptions and a sales shift toward lower margin customers. Adjusted gross profit was also impacted by an inventory charge of \$1.7 million to reduce inventory related to discontinued products where the anticipated net realizable value was lower than the cost reflected in our records and the amortization of the fair value step-up of \$1.9 million related to the Mergers. Price increases enacted throughout 2021 and 2022 have generally offset the negative impacts of these higher costs.

### ***Selling, General and Administrative Expenses***

Selling, general and administrative expenses consist of compensation and support for Lawson sales representatives as well as expenses to operate Lawson's distribution network and overhead expenses. Adjusted selling, general and administrative expenses increased to \$208.7 million for the year ended December 31, 2022 compared to the adjusted amount of \$192.3 million in the same period a year ago. Higher expense on a year-to-date basis versus a year ago were primarily driven by compensation expense to support increased sales, higher severance and higher amortization expense related to the reverse merger accounting, partially offset by lower costs related to the Mergers and stock-based compensation.

### ***Adjusted EBITDA***

During the year ended December 31, 2022, Lawson generated Adjusted EBITDA of \$38.6 million, an increase of 27.1% or \$8.2 million from the same period a year ago driven by increased revenue and margins.

### **TestEquity Segment**

(Dollars in thousands)	Year Ended December 31,		Change	
	2022	2021	Amount	%
Revenue	\$ 392,358	\$ 264,161	\$ 128,197	48.5 %
Cost of goods sold	302,980	206,971	96,009	46.4 %
Gross profit	89,378	57,190	32,188	56.3 %
Selling, general and administrative expenses	78,003	56,861	21,142	37.2 %
Operating income (loss)	\$ 11,375	\$ 329	\$ 11,046	N/M
Gross profit margin	22.8 %	21.6 %		
Adjusted EBITDA <sup>(1)</sup>	\$ 34,736	\$ 16,107	\$ 18,629	115.7 %

<sup>(1)</sup> Refer to the Non-GAAP Adjusted EBITDA section in Overview for a reconciliation of Adjusted EBITDA to operating income.

### ***Revenue and Gross Profit***

Revenue increased to \$392.4 million for the year ended December 31, 2022 from \$264.2 million during the same period in 2021. This increase was primarily driven by the TEquipment and National Test Equipment acquisitions during the second quarter of 2022 and the acquisition of MCS in 2021, which generated aggregate revenue of \$96.6 million for the post-acquisition periods, as well as organic growth of 12.1% in the existing base business.

Gross profit increased \$32.2 million to \$89.4 million in 2022 compared to \$57.2 million in the same period of 2021 primarily due to acquisitions and increased sales in the base business. As a percent of revenue, gross profit improved to 22.8% in 2022 as compared to 21.6% in 2021 driven by an expansion of margins within the existing base business and a shift in sales mix toward higher margin electronic production supplies.

### ***Selling, General and Administrative Expenses***

Selling, general and administrative expenses increased \$21.1 million to \$78.0 million in 2022 from \$56.9 million in 2021. Approximately \$14.8 million of the increased costs were due to the acquisitions made in 2021 and 2022. The remainder of the increase was driven primarily by an increase in merger and acquisition related costs of \$2.8 million and additional compensation and distribution costs to support the organic revenue growth in the base business.

## Adjusted EBITDA

During the year ended December 31, 2022, TestEquity generated Adjusted EBITDA of \$34.7 million, an increase of \$18.6 million from the same period a year ago with approximately \$8.5 million of the Adjusted EBITDA increase driven by the acquisitions closed during 2021 and 2022 and increases in revenue and margins on the base business.

### Gexpro Services Segment

(Dollars in thousands)	Year Ended December 31,		Change	
	2022	2021	Amount	%
Revenue	\$ 385,326	\$ 256,129	\$ 129,197	50.4 %
Cost of goods sold	272,462	183,041	89,421	48.9 %
Gross profit	112,864	73,088	39,776	54.4 %
Selling, general and administrative expenses	91,573	61,996	29,577	47.7 %
Operating income (loss)	\$ 21,291	\$ 11,092	\$ 10,199	91.9 %
Gross profit margin	29.3 %	28.5 %		
Adjusted EBITDA <sup>(1)</sup>	\$ 43,206	\$ 23,310	\$ 19,896	85.4 %

<sup>(1)</sup> Refer to the Non-GAAP Adjusted EBITDA section in Overview for a reconciliation of Adjusted EBITDA to operating income.

### **Revenue and Gross Profit**

Revenue for the year ended December 31, 2022 was \$385.3 million. This compares to revenue of \$256.1 million for the same period a year ago, or a 50.4% increase. A selling day generally represents a business day in which Gexpro Services ships products to its customers. Average daily sales increased 51.1% over the same period a year ago, primarily as a result of revenue generated from the 2021 and 2022 acquisitions of \$107.0 million for the post-acquisition periods and organic growth in the base business of 8.9% through an expansion of products and services to existing customers as well as the addition of new customers.

Gross profit was \$112.9 million or 29.3% of revenue for the year ended December 31, 2022 compared to gross profit of \$73.1 million or 28.5% for the same period a year ago. The gross profit increase was driven by the 2021 and 2022 acquisitions, an improvement in the global supply chain over 2021 activities and price increases put in place.

### **Selling, General and Administrative Expenses**

Selling, general and administrative expenses consists of sales and marketing expenses primarily relating to compensation, costs associated with supporting Gexpro Services' service facilities, overhead expenses within finance, legal, human resources and information technology, and other costs required to operate the business and service customers.

Selling, general, and administrative expenses for the year ended December 31, 2022 was \$91.6 million compared to \$62.0 million for the same period a year ago. The increase of \$29.6 million over a year ago was primarily driven by the inclusion of the 2021 and 2022 acquisitions of approximately \$24.5 million. The remainder of the increase was driven primarily by an increase in merger related costs of \$2.8 million and additional compensation and product fulfillment costs to support the organic growth of the existing base business.

### **Adjusted EBITDA**

During the year ended December 31, 2022, Gexpro Services generated Adjusted EBITDA of \$43.2 million, an increase of \$19.9 million from the same period a year ago with approximately \$16.7 million driven by the acquisitions closed during 2021 and 2022 and increases in revenue and margins on the organic base business.

## Consolidated Non-operating Income and Expense

(Dollars in thousands)	Year Ended December 31,		Change	
	2022	2021	Amount	%
Interest expense	\$ (24,301)	\$ (16,737)	\$ (7,564)	45.2 %
Loss on extinguishment of debt	\$ (3,395)	\$ —	\$ (3,395)	— %
Change in fair value of earnout liabilities	\$ (483)	\$ —	\$ (483)	— %
Other income (expense), net	\$ (670)	\$ 577	\$ (1,247)	(216.1)%
Income tax expense (benefit)	\$ 5,531	\$ 313	\$ 5,218	N/M

### *Interest Expense*

Interest expense increased \$7.6 million in the year ended December 31, 2022 primarily due to higher borrowings offset by a lower interest rate with the debt refinancing related to the Mergers.

### *Loss on Extinguishment of Debt*

The \$3.4 million loss on extinguishment of debt for the year ended December 31, 2022 was due to the write-off of previously capitalized financing costs as a result of the debt refinancing related to the Mergers.

### *Change in Fair Value of Earnout Liability*

The \$0.5 million expense in the year ended December 31, 2022 related to the change in fair value of the earnout liabilities associated with the earnout provisions of the Merger Agreements and the Frontier earnout. Refer to Note 8 – Earnout Derivative Liability and Note 3 – Business Acquisitions, respectively, within Item 8. Financial Statement for information about the earnout liability.

### *Other Income (Expense), Net*

Other expense, net increased \$1.2 million in the year ended December 31, 2022 compared to the prior year primarily due to the inclusion of Lawson operations subsequent to the April 1, 2022 Merger Date.

### *Income Tax Expense (Benefit)*

Income tax expense was \$5.5 million, a 42.8% effective tax rate for the year ended December 31, 2022 compared to income tax expense of \$0.3 million and a (6.6)% effective tax rate for the prior year. The change in the year over year effective tax rate was primarily due to changes in the valuation allowance and merger costs incurred during 2022, and the creation of a consolidated group for federal income tax purposes as a result of the completion of the Mergers referenced in Note 3 – Business Acquisitions within Item 8. Financial Statements. Relative to the U.S. statutory rate, the effective tax rate for the year ended December 31, 2022 was impacted by state taxes, foreign operations and liabilities and transaction expenses related to the Mergers.

## LIQUIDITY AND CAPITAL RESOURCES

Cash and cash equivalents were \$24.6 million on December 31, 2022 compared to \$14.7 million on December 31, 2021.

The Company believes its current balances of cash and cash equivalents, availability under its Amended and Restated Credit Agreement and cash flows from operations will be sufficient to meet its liquidity needs for the next twelve months. As of December 31, 2022, liquidity for the Company was \$101.6 million comprised of \$24.6 million of cash and cash equivalents and \$77.0 million of borrowing availability remaining, net of outstanding letters of credit, under the Amended and Restated Credit Agreement.

Our primary short-term and long-term liquidity and capital resource needs are to finance operating expenses, working capital, capital expenditures, potential business acquisitions, strategic initiatives and general corporate purposes. Our current debt obligations under the Amended and Restated Credit Agreement mature in April 2027. Principal payments on the

Amended and Restated Credit Agreement for the next twelve months are \$15.0 million. Refer to Note 9 – Debt within Item 8. Financial Statements for additional information related to our debt obligations. Access to debt capital markets has historically provided the Company with sources of liquidity, beyond normal operating cash flows. We do not anticipate having difficulty in obtaining financing from those markets in the future, however, we cannot provide assurance that events beyond our control will not have a material adverse impact on our liquidity.

### **Sources and Uses of Cash**

The following table presents a summary of our cash flows:

(in thousands)	<b>December 31, 2022</b>	<b>December 31, 2021</b>	<b>Change</b>
Net cash provided by (used in) operating activities	\$ (11,029)	\$ 10,320	\$ (21,349)
Net cash provided by (used in) investing activities	\$ (126,688)	\$ (41,376)	\$ (85,312)
Net cash provided by (used in) financing activities	\$ 148,461	\$ 34,668	\$ 113,793

#### ***Cash Provided by (Used in) Operating Activities***

Net cash used in operations for the year ended December 31, 2022 was \$11.0 million, excluding non-cash items, primarily due to increased accounts receivables and inventories driven by higher sales and increased supplier costs driven by inflation and global supply chain disruptions.

Net cash provided by operations for the year ended December 31, 2021 was \$10.3 million, excluding non-cash items, primarily due to decreased accounts receivable and increased accrued expenses partially offset by increased inventories.

#### ***Cash Provided by (Used in) Investing Activities***

Net cash used in investing activities for the year ended December 31, 2022 was \$126.7 million, primarily as a result of the other acquisitions completed during the year by TestEquity and Gexpro Services as described in Note 3 – Business Acquisitions within Item 8. Financial Statements.

Net cash used in investing activities for the year ended December 31, 2021 was \$41.4 million, primarily due to business acquisitions and purchases of rental equipment.

#### ***Cash Provided by (Used in) Financing Activities***

Net cash provided by financing activities was \$148.5 million for the year ended December 31, 2022, primarily due to proceeds under the April 1, 2022 Amended and Restated Credit Agreement partially offset by repayment of previous indebtedness. On April 29, 2022, the Company borrowed the \$50 million available under the delayed draw term loan facility to finance the acquisition of Interworld Highway, LLC made by TestEquity. Deferred financing costs of \$12.0 million were incurred during the year in connection with the April 1, 2022 Amended and Restated Credit Agreement and January 3, 2022 Gexpro Services Credit Agreement.

Net cash provided by financing activities for the year ended December 31, 2021 was \$34.7 million, primarily due to increased borrowings on the Company's revolving lines of credit partially offset by payments on the Company's term loans and a capital contribution to finance the MCS acquisition.

### **Financing and Capital Requirements**

#### ***Credit Facility***

On April 1, 2022, in connection with the closing of the Mergers, DSG entered into an Amended and Restated Credit Agreement, which includes a \$200 million senior secured revolving credit facility, a \$250 million senior secured initial term loan facility and a \$50 million senior secured delayed draw term loan facility. Refer to Note 9 – Debt within Item 8. Financial Statements for a description of the agreement.



On December 31, 2022, we had \$417.1 million in outstanding borrowings and \$77.0 million of borrowing availability remaining, net of outstanding letters of credit, under the revolving credit facility.

As of December 31, 2022, we were in compliance with all financial covenants under our Amended and Restated Credit Agreement.

While we were in compliance with our financial covenants as of December 31, 2022, failure to meet the covenant requirements of the Amended and Restated Credit Agreement in future quarters could lead to higher financing costs and increased restrictions, reduce or eliminate our ability to borrow funds, or accelerate the payment of our indebtedness and could have a material adverse effect on our business, financial condition and results of operations.

#### ***Purchase Commitments***

As of December 31, 2022, we had contractual commitments to purchase approximately \$168 million of product from our suppliers and contractors which is expected to be paid in the next twelve months.

#### ***Stock Repurchase Program***

The Company's Board of Directors previously authorized a stock repurchase program that permits the Company to repurchase its common stock. The timing and the amount of any repurchases will be determined by management under parameters established by the Board of Directors and depend on various factors including an evaluation of our stock price, corporate and regulatory requirements, capital availability and other market conditions.

On November 2, 2022, the Board of Directors increased the existing repurchase program from \$7.5 million to \$12.5 million, and as a result, the Company had \$7.6 million of remaining availability for stock repurchases under the program as of December 31, 2022. See Note 11 – Stock Repurchase Program within Item 8. Financial Statements for further information.

### **CRITICAL ACCOUNTING ESTIMATES**

We have disclosed our significant accounting policies in Note 2 – Summary of Significant Accounting Policies within Item 8. Financial Statements. The following provides information on the accounts requiring more significant estimates.

*Inventory Reserves* - Inventories principally consist of finished goods stated at the lower of cost or net realizable value using the first-in-first-out method for the Lawson segment and primarily the weighted average method for the TestEquity and Gexpro Services segments. Most of our products are not exposed to the risk of obsolescence due to technology changes. However, some of our products do have a limited shelf life, and from time to time we add and remove items from our catalogs, brochures or website for marketing and other purposes.

To reduce the cost basis of inventory to a lower of cost or net realizable value, a reserve is recorded for slow-moving and obsolete inventory based on historical experience and monitoring of current inventory activity. Estimates are used to determine the necessity of recording these reserves based on periodic detailed analysis using both qualitative and quantitative factors. As part of this analysis, the Company considers several factors including the inventories length of time on hand, historical sales, product shelf life, product life cycle, product category and product obsolescence. In general, depending on the product category, we reserve inventory with low turnover at higher rates than inventory with higher turnover.

At December 31, 2022, our inventory reserve was \$10.7 million, equal to approximately 3.9% of our gross inventory. A hypothetical change of one hundred basis points to our reserve as a percent of total inventory would have affected our cost of goods sold by \$2.8 million.

*Income Taxes* - Deferred tax assets or liabilities reflect temporary differences between amounts of assets and liabilities for financial and tax reporting. Such amounts are adjusted, as appropriate, to reflect changes in enacted tax rates expected to be in effect when the temporary differences reverse. Significant judgment is required in determining income tax provisions as well as deferred tax asset and liability balances, including the estimation of valuation allowances and the evaluation of uncertain tax positions.

*Goodwill Impairment* - Goodwill represents the cost of business acquisitions in excess of the fair value of identifiable net tangible and intangible assets acquired. The Company reviews goodwill for potential impairment annually on October 1st, or

when an event or other circumstances change that would more likely than not reduce the fair value of the asset below its carrying value.

The first step in the multi-step process to determine if goodwill has been impaired and to what degree is to review the relevant qualitative factors that could cause the fair value of the reporting unit to decrease below the carrying value of the reporting unit. The Company considers factors such as macroeconomic, industry and market conditions, cost factors, overall financial performance and other relevant factors that would affect the individual reporting units. If the Company determines that it is more likely than not that the fair value of the reporting unit is greater than the carrying value of the reporting unit, then no further impairment testing is needed. If the Company determines that it is more likely than not that the carrying value of the reporting unit is greater than the fair value of the reporting unit, the Company will move to the next step in the process. The Company will estimate the fair value of the reporting unit and compare it to the reporting unit's carrying value. If the carrying value of the reporting unit exceeds its fair value, the Company will record an impairment of goodwill equal to the amount the carrying value of the reporting unit exceeds its fair value, up to the total amount of goodwill previously recognized.

*Business Combinations* - We allocate the purchase price paid for assets acquired and liabilities assumed in connection with our acquisitions based on their estimated fair values at the time of acquisition. This allocation involves a number of assumptions, estimates, and judgments in determining the fair value, as of the acquisition date, of the following:

- intangible assets, including the valuation methodology (the relief of royalty method for trade names and multi-period excess earnings method for customer relationships), estimations of future cash flows, discount rates, royalty rates, recurring revenue attributed to customer relationships, and our assumed market segment share, as well as the estimated useful life of intangible assets;
- deferred tax assets and liabilities, uncertain tax positions, and tax-related valuation allowances;
- inventory;
- property, plant and equipment;
- pre-existing liabilities or legal claims; and
- goodwill as measured as the excess of consideration transferred over the net of the acquisition date fair values of the assets acquired and the liabilities assumed.

Our assumptions and estimates are based upon comparable market data and information obtained from our management and the management of the acquired companies. We allocate goodwill to the reporting units of the business that are expected to benefit from the business combination.

*Valuation of Earnout Derivative Liability* - The Company's earnout derivative liability is classified as a Level 3 instrument and is measured at fair value on a recurring basis. The fair value of the earnout derivative liability is measured using the Monte Carlo simulation valuation model using a distribution of potential outcomes on a monthly basis for the year ended December 31, 2022. Inputs to that model include the expected time to liquidity, the risk-free interest rate over the term, expected volatility based on representative peer companies and the estimated fair value of the underlying class of common stock. The significant unobservable inputs used in the fair value measurement of the earnout derivative liability are the fair value of the underlying stock at the valuation date and the estimated term of the earnout arrangement periods. Generally, increases (decreases) in the fair value of the underlying stock and estimated term would result in a directionally similar impact to the fair value measurement.

#### **Other Information Regarding DSG's Independent Registered Public Accounting Firms**

While Lawson Products, Inc. was the legal acquirer of TestEquity and Gexpro Services in the April 1, 2022 Mergers, TestEquity and Gexpro Services were treated as the combined accounting acquirer of Lawson Products, Inc. (now DSG following the name change of the registrant on May 5, 2022) for financial reporting purposes. As TestEquity and Gexpro Services were under common control for the historical periods presented prior to the Mergers in this Form 10-K, they are presented on a consolidated basis following consummation of the Mergers for all periods presented herein. The Mergers were accounted for as a reverse merger under the acquisition method of accounting in accordance with the accounting guidance for reverse acquisitions as provided in Accounting Standards Codification ("ASC") 805, Business Combinations ("ASC 805"). Under this guidance, TestEquity and Gexpro Services were treated as a combined entity as the accounting acquirer for financial reporting purposes, and DSG was identified as the accounting acquiree. Accordingly, the consolidated financial statements as of December 31, 2022 and December 31, 2021 and for the year ended December 31, 2022 and 2021 reflect the results of operations and financial position of TestEquity and Gexpro Services on a consolidated basis, and the results of operations of DSG's legacy Lawson business are only included subsequent to the April 1, 2022 Merger Date.

BDO USA, LLP (BDO) was the principal auditor of Lawson Products, Inc., prior to consummation of the Mergers, and audited the 2021 financial statements of Lawson Products, Inc., which were included in Lawson Products, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021. Grant Thornton, LLP (GT) was the auditor of TestEquity prior to consummation of the Mergers. The historical consolidated financial statements of Test Equity and Gexpro Services (and including, the legacy Lawson Products, Inc. business since April 1, 2022) had not been audited prior to their inclusion in this Form 10-K. In connection with and following consummation of the Mergers, the Company engaged BDO to audit the 2022 consolidated financial statements (and BDO's engagement was ratified by the stockholders of DSG at the 2022 Annual Meeting of Stockholders, held on November 15, 2022), and engaged GT to audit the 2021 consolidated financial statements of DSG. Under the applicable SEC rules and interpretations, a registrant may only have one principal auditor at any one time, and the auditor engaged to conduct the audit of the most recently to be completed fiscal year end period is considered to be the principal auditor. As DSG had not been previously audited and BDO is both the principal auditor of DSG following the Mergers (as auditor of the most recently completed fiscal year included in this Form 10-K) and prior to the Mergers (as auditor of the registrant), the Company concluded that DSG did not experience a change in its principal auditor in 2022. GT's engagement as auditor of the 2021 financial statements was completed upon filing this Form 10-K.

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

Not applicable.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.**

The following information is presented in this item:

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## **Report of Independent Registered Public Accounting Firm**

Shareholders and Board of Directors  
Distribution Solutions Group, Inc.  
Chicago, Illinois

### **Opinion on the Consolidated Financial Statements**

We have audited the accompanying consolidated balance sheet of Distribution Solutions Group, Inc. (the “Company”) as of December 31, 2022, the related consolidated statements of operations and comprehensive income (loss), stockholders’ equity, and cash flows for the year ended December 31, 2022, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022, and the results of its operations and its cash flows for the year ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the Company’s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) and our report dated March 14, 2023 expressed an adverse opinion thereon.

### **Basis for Opinion**

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

### **Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which they relate.

#### *Classification and Presentation of the Holdback Shares*

As described in Notes 1 and 3 to the consolidated financial statements, the Company consummated mergers with TestEquity and Gexpro Services on April 1, 2022 (the “Merger Date”). The related merger agreements contained earnout provisions for the issuance of an additional 0.7 million shares to the former owners of TestEquity and 1.0 million shares to the former owners of Gexpro Services (collectively, the “Holdback Shares”), upon the consummation of certain additional acquisitions or achievement of certain financial metrics in the future, among other factors. As of April 1, 2022, the Company determined that the earnout targets for 0.5 million Holdback Shares issuable to the former owners of Gexpro Services had been met while the remaining 1.2 million Holdback Shares were recorded as an earnout derivative liability.

We identified the classification and presentation of the Holdback Shares as of the Merger Date as a critical audit matter due to the complexities of the earnout provisions within the merger agreements and the determination of when those earnout provisions were or will be satisfied. Auditing these elements involved especially challenging, subjective or complex auditor judgment due to the nature and extent of audit effort required to address these matters, including the extent of specialized skills or knowledge needed.

The primary procedures we performed to address this critical audit matter included:

- Reading the merger related agreements and management's technical accounting memo to understand the facts and circumstances within the agreements and other assumptions impacting the accounting for the Holdback Shares, including the classification and presentation of the earnout derivative liability.
- Utilizing personnel with specialized knowledge and skill in derivatives and business combinations to evaluate the appropriateness of management's conclusions about how to apply the relevant accounting guidance.

#### *Valuation of certain trade names*

As described in Note 3 to the consolidated financial statements, the Company acquired \$43.0 million of intangible assets related to trade names in connection with the mergers consummated on April 1, 2022. The fair value of these trade names was determined using the relief from royalty method.

We identified the valuation of the intangible assets related to trade names in the April 1, 2022 mergers as a critical audit matter due to the judgmental nature of the valuation methodology and the significant assumptions used to estimate the fair value of trade names, specifically the royalty rate. Auditing these elements involved especially subjective and complex auditor judgment due to the nature and extent of audit effort required to address these matters, including the extent of specialized skills or knowledge needed.

The primary procedures we performed to address this critical audit matter included:

- Evaluating the reasonableness of management's assumptions to determine the royalty rate used, including consideration of the comparable trade name licensing transactions utilized.
- Utilizing personnel with specialized knowledge and skill to assist in evaluating the appropriateness of the relief from royalty method and the reasonableness of the royalty rate assumption.

/s/BDO USA, LLP

We have served as the Company's auditor since 2022.

Chicago, Illinois  
March 14, 2023

## Report of Independent Registered Public Accounting Firm

Board of Directors and Shareholders  
Distribution Solutions Group, Inc.

### Opinion on the financial statements

We have audited the accompanying consolidated balance sheet of Distribution Solutions Group, Inc. and subsidiaries (the “Company”) as of December 31, 2021, and the related consolidated statements of operations and comprehensive income (loss), changes in stockholders’ equity, and cash flows for the year then ended, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

### Basis for opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/Grant Thornton, LLP

We served as the auditor of one or more of the entities comprising Distribution Solutions Group, Inc. from 2015 to 2023.

Los Angeles, California  
March 14, 2023

**Distribution Solutions Group, Inc.**  
**Consolidated Balance Sheets**  
(Dollars in thousands, except share data)

	December 31,	
	2022	2021
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 24,554	\$ 14,671
Restricted cash	186	—
Accounts receivable, less allowance for doubtful accounts of \$1,513 and \$2,473, respectively	166,301	80,574
Inventories, net	264,374	132,717
Prepaid expenses and other current assets	22,773	8,098
<b>Total current assets</b>	<b>478,188</b>	<b>236,060</b>
Property, plant and equipment, net	64,395	9,079
Rental equipment, net	27,139	24,727
Goodwill	348,048	104,211
Deferred tax asset	189	266
Intangible assets, net	227,994	96,608
Cash value of life insurance	17,166	—
Right of use operating lease assets	46,755	19,662
Other assets	5,736	747
<b>Total assets</b>	<b>\$ 1,215,610</b>	<b>\$ 491,360</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 80,486	\$ 47,958
Current portion of long-term debt	16,352	134,405
Current portion of lease obligation	9,964	4,641
Related party payables	—	4,813
Accrued expenses and other current liabilities	62,677	23,126
<b>Total current liabilities</b>	<b>169,479</b>	<b>214,943</b>
Long-term debt, less current portion, net	395,825	93,134
Security bonus plan	9,651	—
Deferred compensation	9,962	—
Lease obligation	39,828	16,132
Deferred tax liability	23,834	808
Other liabilities	4,036	574
<b>Total liabilities</b>	<b>652,615</b>	<b>325,591</b>
Commitments and contingencies (Note 15)		
<b>Stockholders' equity:</b>		
Preferred stock, \$1 par value:		
Authorized - 500,000 shares, issued and outstanding — None	—	—
Common stock, \$1 par value:		
Authorized - 35,000,000 shares		
Issued - 19,730,362 and 10,542,333 shares, respectively		
Outstanding - 19,416,784 and 10,294,824 shares, respectively	19,417	10,318
Capital in excess of par value	591,796	197,057
Retained deficit	(25,736)	(33,142)
Treasury stock – 313,578 and 247,509 shares, respectively	(12,526)	(10,033)
Accumulated other comprehensive (loss) income	(9,956)	1,569
<b>Total stockholders' equity</b>	<b>562,995</b>	<b>165,769</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 1,215,610</b>	<b>\$ 491,360</b>

See notes to Consolidated Financial Statements



**Distribution Solutions Group, Inc.**  
**Consolidated Statements of Operations and Comprehensive Income (Loss)**  
**(Dollars in thousands, except per share data)**

	<b>Year Ended December 31,</b>	
	<b>2022</b>	<b>2021</b>
Revenue	\$ 1,151,422	\$ 520,290
Cost of goods sold	760,524	390,012
<b>Gross profit</b>	<b>390,898</b>	<b>130,278</b>
Selling, general and administrative expenses	349,112	118,857
<b>Operating income (loss)</b>	<b>41,786</b>	<b>11,421</b>
Interest expense	(24,301)	(16,737)
Loss on extinguishment of debt	(3,395)	—
Change in fair value of earnout liabilities	(483)	—
Other income (expense), net	(670)	577
<b>Income (loss) before income taxes</b>	<b>12,937</b>	<b>(4,739)</b>
Income tax expense (benefit)	5,531	313
<b>Net income (loss)</b>	<b>\$ 7,406</b>	<b>\$ (5,052)</b>
<b>Basic income (loss) per share of common stock</b>	<b>\$ 0.43</b>	<b>\$ (0.49)</b>
<b>Diluted income (loss) per share of common stock</b>	<b>\$ 0.42</b>	<b>\$ (0.49)</b>
<b>Comprehensive income (loss)</b>		
Net income (loss)	\$ 7,406	\$ (5,052)
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustment	(11,525)	16
Other	—	42
Comprehensive income (loss)	<b>\$ (4,119)</b>	<b>\$ (4,994)</b>

See notes to Consolidated Financial Statements

**Distribution Solutions Group, Inc.**  
**Consolidated Statements of Changes in Stockholders' Equity**  
(Dollars in thousands, except share data)

	Common Stock		Capital in Excess of Par Value	Retained Deficit	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Outstanding Shares	\$1 Par Value					
<b>Balance at January 1, 2021</b>	10,233,223	\$ 10,233	\$ 180,609	\$ (28,090)	\$ (9,015)	\$ 1,511	\$ 155,248
Net income (loss)	—	—	—	(5,052)	—	—	(5,052)
Foreign currency translation adjustment	—	—	—	—	—	16	16
Shares issued	85,230	85	(85)	—	—	—	—
Equity consideration for purchase of business	—	—	6,282	—	—	—	6,282
Capital contribution	—	—	9,233	—	—	—	9,233
Tax withholdings related to net share settlements of stock-based compensation awards	(23,629)	—	1,018	—	(1,018)	—	—
Other	—	—	—	—	—	42	42
<b>Balance at December 31, 2021</b>	<u>10,294,824</u>	<u>\$ 10,318</u>	<u>\$ 197,057</u>	<u>\$ (33,142)</u>	<u>\$ (10,033)</u>	<u>\$ 1,569</u>	<u>\$ 165,769</u>
Net income (loss)	—	—	—	7,406	—	—	7,406
Foreign currency translation adjustment	—	—	—	—	—	(11,525)	(11,525)
Stock-based compensation	—	—	1,505	—	—	—	1,505
Shares issued	67,964	66	(66)	—	—	—	—
Deemed consideration for reverse acquisition	9,120,167	9,120	342,371	—	—	—	351,491
Reclassification of issuable shares from earnout derivative liability	—	—	43,624	—	—	—	43,624
Fair value adjustment of stock-based compensation awards	—	—	1,910	—	—	—	1,910
Repurchase of common stock	(54,089)	(54)	54	—	(1,940)	—	(1,940)
Tax withholdings related to net share settlements of stock-based compensation awards	(12,082)	(10)	43	—	(553)	—	(520)
Settlement of related party liability	—	—	5,276	—	—	—	5,276
Other	—	(23)	22	—	—	—	(1)
<b>Balance at December 31, 2022</b>	<u>19,416,784</u>	<u>\$ 19,417</u>	<u>\$ 591,796</u>	<u>\$ (25,736)</u>	<u>\$ (12,526)</u>	<u>\$ (9,956)</u>	<u>\$ 562,995</u>

See notes to Consolidated Financial Statements

**Distribution Solutions Group, Inc.**  
**Consolidated Statements of Cash Flows**  
(Dollars in thousands)

	Year Ended December 31,	
	2022	2021
<b>Operating activities</b>		
Net income (loss)	\$ 7,406	\$ (5,052)
Adjustments to reconcile to net cash used in operating activities:		
Depreciation and amortization	45,186	18,683
Amortization of debt issue costs	1,888	1,297
Extinguishment of debt	3,395	—
Stock-based compensation	2,448	—
Deferred income taxes	(2,406)	(3,999)
Change in fair value of earnout liability	483	—
Gain on sale of rental equipment	(3,632)	(2,055)
Bargain purchase option	—	(1,363)
Charge for step-up of acquired inventory	2,866	—
Net realizable value and reserve adjustment for obsolete and excess inventory	4,608	1,104
Bad debt expense	795	939
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(21,771)	6,936
Inventories	(42,404)	(5,059)
Prepaid expenses and other current assets	(1,874)	1,732
Accounts payable	(8,839)	(2,241)
Accrued expenses and other current liabilities	4,492	2,894
Other changes in operating assets and liabilities	(3,670)	(3,496)
Net cash provided by (used in) operating activities	(11,029)	10,320
<b>Investing activities</b>		
Purchases of property, plant and equipment	(8,307)	(3,026)
Business acquisitions, net of cash acquired	(115,343)	(33,936)
Purchases of rental equipment	(11,794)	(10,755)
Proceeds from sale of rental equipment	8,756	6,341
Net cash provided by (used in) investing activities	(126,688)	(41,376)
<b>Financing activities</b>		
Proceeds from revolving lines of credit	383,489	38,121
Payments on revolving lines of credit	(320,751)	(11,200)
Proceeds from term loans	445,630	6,000
Payments on term loans	(335,305)	(7,486)
Deferred financing costs	(11,956)	—
Capital contribution	—	9,233
Repurchase of common stock	(1,940)	—
Shares repurchased held in treasury	(520)	—
Payment of financing lease principal	(429)	—
Payment on seller's note	(9,757)	—
Net cash provided by (used in) financing activities	148,461	34,668
Effect of exchange rate changes on cash and cash equivalents	(675)	660
<b>Increase (decrease) in cash, cash equivalents and restricted cash</b>	<b>10,069</b>	<b>4,272</b>
Cash, cash equivalents and restricted cash at beginning of period	14,671	10,399
<b>Cash, cash equivalents and restricted cash at end of period</b>	<b>\$ 24,740</b>	<b>\$ 14,671</b>
Cash and cash equivalents	\$ 24,554	\$ 14,671
Restricted cash	186	—
Total cash, cash equivalents and restricted cash	<b>\$ 24,740</b>	<b>\$ 14,671</b>

See notes to Consolidated Financial Statements

**Distribution Solutions Group, Inc.**  
**Consolidated Statements of Cash Flows (Continued)**  
**(Dollars in thousands)**

	Year Ended December 31,	
	2022	2021
<b>Supplemental disclosure of cash flow information</b>		
Net cash paid for income taxes	\$ 13,813	\$ 2,998
Net cash paid for interest	\$ 22,153	\$ 15,395
Non-cash activities:		
Fair value of common stock exchanged for reverse acquisition	\$ 351,491	\$ —
Settlement of related party obligations	\$ 5,276	\$ —
Equity consideration in relation to business acquisitions	\$ —	\$ 6,946
Seller's note issued as purchase consideration	\$ 1,169	\$ 8,357

See notes to Consolidated Financial Statements

## **Note 1 – Nature of Operations and Basis of Presentation**

### **Organization**

Effective May 5, 2022, Distribution Solutions Group, Inc. ("DSG"), a Delaware corporation, changed its corporate name from "Lawson Products, Inc." to "Distribution Solutions Group, Inc." DSG is a global specialty distribution company providing value added distribution solutions to the maintenance, repair and operations ("MRO"), original equipment manufacturer ("OEM") and industrial technology markets. DSG has three principal operating companies: Lawson Products, Inc. ("Lawson"), TestEquity Acquisition, LLC ("TestEquity") and 301 HW Opus Holdings, Inc., conducting business as Gexpro Services ("Gexpro Services"). The complementary distribution operations of Lawson, TestEquity and Gexpro Services were combined to create a specialty distribution company. A summary of the Mergers (as defined below), including the legal entities party to the transactions and the stock consideration, is presented below.

Unless the context requires otherwise, references in this Annual Report on Form 10-K to "DSG", the "Company", "we", "our" or "us" refer to the holding company, Distribution Solutions Group, Inc., and all entities consolidated in the accompanying consolidated financial statements.

### **Combination with TestEquity and Gexpro Services**

On December 29, 2021, DSG entered into an:

- Agreement and Plan of Merger (the "TestEquity Merger Agreement") by and among (i) LKCM TE Investors, LLC, a Delaware limited liability company (the "TestEquity Equityholder"), (ii) TestEquity Acquisition, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the TestEquity Equityholder ("TestEquity"), (iii) DSG and (iv) Tide Sub, LLC, a Delaware limited liability company and a wholly-owned subsidiary of DSG ("Merger Sub 1"), pursuant to the terms and subject to the conditions of which the parties agreed, among other things, that Merger Sub 1 would merge with and into TestEquity, with TestEquity surviving the merger as a wholly-owned subsidiary of DSG (the "TestEquity Merger"); and
- Agreement and Plan of Merger (the "Gexpro Services Merger Agreement" and, together with the TestEquity Merger Agreement, the "Merger Agreements") by and among (i) 301 HW Opus Investors, LLC, a Delaware limited liability company (the "Gexpro Services Stockholder"), (ii) 301 HW Opus Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Gexpro Services Stockholder ("Gexpro Services"), (iii) DSG and (iv) Gulf Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of DSG ("Merger Sub 2"), pursuant to the terms and subject to the conditions of which the parties agreed, among other things, that Merger Sub 2 would merge with and into Gexpro Services, with Gexpro Services surviving the merger as a wholly-owned subsidiary of DSG (the "Gexpro Services Merger" and, together with the TestEquity Merger, the "Mergers").

Each outstanding share of TestEquity and Gexpro Services common stock outstanding immediately prior to the closing of the Mergers was converted into approximately 0.3618 shares and 0.7675 shares, respectively, of DSG common stock, based on the ratio of outstanding shares of each entity immediately prior to the Mergers to the number of shares of DSG common stock acquired in the Mergers.

### **Completion of the TestEquity Merger**

On April 1, 2022, (the "Merger Date"), the TestEquity Merger was consummated pursuant to the TestEquity Merger Agreement.

In accordance with and under the terms of the TestEquity Merger Agreement, at the closing of the TestEquity Merger, DSG: (i) issued to the TestEquity Equityholder 3,300,000 shares of DSG common stock, (ii) on behalf of TestEquity, paid certain indebtedness of TestEquity and (iii) on behalf of TestEquity, paid certain transaction expenses of TestEquity.

The TestEquity Merger Agreement provides that an additional 700,000 shares of DSG common stock (the "TestEquity Holdback Shares") may be issued to the TestEquity Equityholder or forfeited in accordance with two earnout provisions of the TestEquity Merger Agreement. The amount of TestEquity Holdback Shares issuable under the first earnout opportunity is based on, among other factors, the consummation of a certain additional acquisition by TestEquity during the period beginning after December 29, 2021 and ending 90 days after the Merger Date. If any TestEquity Holdback Shares remain after the calculation of the first earnout opportunity, there is a second earnout opportunity based on, among other factors, the

increase in TestEquity EBITDA (as defined in the TestEquity Merger Agreement) in calendar year 2022 over calendar year 2021 subject to the calculations within the TestEquity Merger Agreement. As of December 31, 2022, 700,000 TestEquity Holdback Shares are expected to be issued under the first earnout opportunity due to the consummation of the certain additional acquisition as referenced in the TestEquity Merger Agreement and were remeasured at fair value immediately prior to and reclassified to equity at April 29, 2022 when the additional acquisition was consummated. Final issuance of the Test Equity Holdback Shares under the earnout opportunity is subject to customary terms and conditions as specified in the Test Equity Merger Agreement. Refer to Note 8 – Earnout Derivative Liability for information about the earnout derivative liability related to the TestEquity Holdback Shares.

### **Completion of the Gexpro Services Merger**

On the Merger Date, the Gexpro Services Merger was consummated pursuant to the Gexpro Services Merger Agreement.

In accordance with and under the terms of the Gexpro Services Merger Agreement, at the closing of the Gexpro Services Merger, DSG: (i) issued to the Gexpro Services Stockholder 7,000,000 shares of DSG common stock, (ii) on behalf of Gexpro Services, paid certain indebtedness of Gexpro Services and (iii) on behalf of Gexpro Services, paid certain specified transaction expenses of Gexpro Services.

The Gexpro Services Merger Agreement provides that an additional 1,000,000 shares of DSG common stock (the “Gexpro Services Holdback Shares”) may be issued to the Gexpro Services Stockholder or forfeited in accordance with two earnout provisions of the Gexpro Services Merger Agreement. The amount of Gexpro Services Holdback Shares issuable under the first earnout opportunity is based on, among other factors, the consummation of one or more of three certain additional acquisitions by Gexpro Services during the period beginning after December 29, 2021 and ending 90 days after the Merger Date. If any Gexpro Services Holdback Shares remain after the calculation of the first earnout opportunity, there is a second earnout opportunity based on, among other factors, the increase in Gexpro Services EBITDA (as defined in the Gexpro Services Merger Agreement) in calendar year 2022 over calendar year 2021 subject to the calculations within the Gexpro Services Merger Agreement. As of April 1, 2022, approximately 538,000 Gexpro Services Holdback Shares were expected to be issued under the first earnout opportunity due to the consummation of the certain additional acquisitions which were completed prior to the Merger Date. As of December 31, 2022, an additional 462,000 Gexpro Services Holdback Shares are expected to be issued under the second earnout opportunity based on certain performance metrics as specified in the Gexpro Services Merger Agreement, and such additional shares were remeasured at fair value immediately prior to and reclassified to equity at December 31, 2022. Final issuance of the Gexpro Services Holdback Shares under the earnout opportunities is subject to customary terms and conditions as specified in the Gexpro Services Merger Agreement. Refer to Note 8 – Earnout Derivative Liability for information about the earnout derivative liability related to the Gexpro Services Holdback Shares.

### **Accounting for the Mergers**

TestEquity and Gexpro Services were treated as a combined entity as the accounting acquirer for financial reporting purposes, and DSG was identified as the accounting acquiree. Accordingly, periods prior to the Merger Date reflect the results of operations and financial position of TestEquity and Gexpro Services on a consolidated basis, and the results of operations of DSG's legacy Lawson business are only included subsequent to the April 1, 2022 Merger Date.

### **Nature of Operations**

A summary of the nature of operations for each of DSG's operating companies is presented below. Information regarding DSG's reportable segments is presented in Note 14 – Segment Information.

*Lawson* is a distributor of specialty products and services to the industrial, commercial, institutional and government maintenance, repair and operations market.

*TestEquity* is a distributor of test and measurement equipment and solutions, electronic production supplies, and tool kits from its leading manufacturer partners supporting the technology, aerospace, defense, automotive, electronics, education, and medical industries.

Gexpro Services is a global supply chain solutions provider, specializing in developing and implementing vendor managed inventory and kitting programs to high-specification manufacturing customers.

### **Basis of Presentation and Consolidation**

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States and include the accounts and transactions of the Company and its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

The Mergers were accounted for as a reverse merger under the acquisition method of accounting in accordance with the accounting guidance for reverse acquisitions as provided in Accounting Standards Codification ("ASC") 805, *Business Combinations* ("ASC 805"). Under this guidance, TestEquity and Gexpro Services were treated as a combined entity as the accounting acquirer for financial reporting purposes, and DSG was identified as the accounting acquiree. This determination was primarily made as TestEquity and Gexpro Services were under the common control of an entity that owns a majority of the voting rights of the combined entity, and therefore, only DSG experienced a change in control. Accordingly, the consolidated financial statements as of December 31, 2022 and December 31, 2021 and for the year ended December 31, 2022 and 2021 reflect the results of operations and financial position of TestEquity and Gexpro Services on a consolidated basis, and the results of operations of DSG's legacy Lawson business are only included subsequent to the April 1, 2022 Merger Date.

### **Note 2 – Summary of Significant Accounting Policies**

*Revenue Recognition* — The majority of the Company's revenue is generated through the sale of a broad range of specialized products and components, with revenue recognized upon transfer of control, title and risk of loss, which is generally upon shipment. Vendor Managed Inventory ("VMI") service revenue represents less than 5.0% of total revenue and is recognized as the services are performed. The Company offers VMI services only in conjunction with product sales. The Company does not bill product sales and services separately. A portion of selling expenses is allocated to cost of sales for reporting purposes based upon the estimated time spent on such services. A portion of service revenue and cost of service is deferred, as not all services are performed in the same period as billed. The Company includes shipping costs billed to customers in revenue and the related shipping costs in cost of goods and services. The Company accrues for returns based on historical evidence of return rates. The Company has adopted the practical expedient within ASC 340, *Other Assets and Deferred Costs* ("ASC 340") to recognize incremental costs to obtain a contract, primarily employee related costs, as expense when incurred since the amortization period of the asset that the Company otherwise would have recognized is one year or less. The Company also operates as a lessor and recognizes lease revenue on a straight-line basis over the life of each lease. The Company has adopted the practical expedient not to separate the non-lease components that would be within the scope of ASC 606, *Revenue from Contracts with Customers* ("ASC 606") from the associated lease component as the relevant criteria under ASC 842, *Leases* ("ASC 842") are met.

*Cash Equivalents* — The Company considers all liquid investments with a maturity of three months or less when purchased to be cash equivalents. The carrying amount of the Company's cash equivalents at December 31, 2022 and December 31, 2021 approximates fair value.

*Allowance for Doubtful Accounts* — The Company evaluates the collectability of accounts receivable based on a combination of factors. In circumstances where the Company is aware of a specific customer's inability to meet its financial obligations (e.g., bankruptcy filings, substantial downgrading of credit ratings), a specific reserve for bad debts is recorded against amounts due to reduce the receivable to the amount the Company reasonably believes will be collected. For all other customers, the Company recognizes reserves for bad debts based on the Company's historical experience of bad debt write-offs as a percent of accounts receivable outstanding. If circumstances change (e.g., higher than expected defaults or an unexpected material adverse change in a major customer's ability to meet its financial obligations), the estimates of the recoverability of amounts due the Company could be revised.

*Inventories* — Inventories principally consist of finished goods stated at the lower of cost or net realizable value using the first-in-first-out method for the Lawson segment and primarily the weighted average method for the TestEquity and Gexpro Services segments. To reduce the cost basis of inventory to a lower of cost or net realizable value, a reserve is recorded for slow-moving and obsolete inventory based on historical experience and monitoring of current inventory activity. Estimates are used to determine the necessity of recording these reserves based on periodic detailed analysis using both

qualitative and quantitative factors. As part of this analysis, the Company considers several factors including the inventories length of time on hand, historical sales, product shelf life, product life cycle, product category and product obsolescence.

*Property, Plant and Equipment* — Property, plant and equipment are stated at cost less accumulated depreciation and amortization. Depreciation expense is computed primarily by the straight-line method for buildings, machinery and equipment, furniture and fixtures and vehicles. The Company estimates useful lives of 10 to 40 years for buildings and improvements, the shorter of the useful life of the assets or term of the underlying leases for leasehold improvements, and 2 to 10 years for machinery and equipment, furniture and fixtures and vehicles. Capitalized software is amortized over estimated useful lives of 3 to 5 years using the straight-line method. The costs of repairs, maintenance and minor renewals are charged to expense as incurred. Amortization of financing and capital leases is included in depreciation expense. When property, plant and equipment are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation are removed from the accounts and any gain or loss is included in the income from operations.

*Rental Equipment* — Rental equipment is stated at cost less accumulated depreciation and amortization. Expense is computed primarily by the straight-line method over an estimated useful life of 3 to 7 years. Upon sale or retirement of such assets, the related cost and accumulated depreciation are removed from the Consolidated Balance Sheet, and gains or losses are reflected in operating income (loss) within the Consolidated Statements of Operations and Comprehensive Income (Loss). The costs of repairs, maintenance and minor renewals are charged to expense as incurred.

*Cash Value of Life Insurance* — The Company invests funds in life insurance policies for certain current and former employees. The cash surrender value of the policies is invested in various investment instruments and is recorded as an asset in the Consolidated Balance Sheets. The Company records these policies at their contractual value. The change in the cash surrender value of the life insurance policies, which is recorded as a component of Other income (expense) in the Consolidated Statements of Operations and Comprehensive Income (Loss), is the change in the policies' contractual values.

*Deferred Compensation* — The Company's Executive Deferral Plan ("Deferral Plan") allows certain executives to defer payment of a portion of their earned compensation. The deferred compensation is recorded in an account balance, which is a bookkeeping entry made by the Company to measure the amount due to the participant. The account balance is equal to the participant's deferred compensation, adjusted for increases and/or decreases in the amount that the participant has designated to one or more bookkeeping portfolios that track the performance of certain mutual funds. The Company adjusts the deferred compensation liability to equal the contractual value of the participants' account balances. These adjustments are the changes in contractual value of the individual plans and are recorded as a component of Other income (expense) in the Consolidated Statements of Operations and Comprehensive Income (Loss).

*Stock-Based Compensation* — Compensation based on the share value of the Company's common stock is valued at its fair value at the grant date and the expense is recognized over the vesting period. Fair value is re-measured each reporting period for liability-classified awards that may be redeemable in cash. The Company accounts for forfeitures of stock-based compensation in the period in which they occur.

*Goodwill* — The Company had \$348.0 million of goodwill at December 31, 2022 and \$104.2 million of goodwill at December 31, 2021. Goodwill represents the cost of business acquisitions in excess of the fair value of identifiable net tangible and intangible assets acquired. The Company reviews goodwill for potential impairment annually on October 1st, or when an event or other circumstances change that would more likely than not reduce the fair value of the asset below its carrying value.

The first step in the multi-step process to determine if goodwill has been impaired and to what degree is to review the relevant qualitative factors that could cause the fair value of the reporting unit to decrease below the carrying value of the reporting unit. The Company considers factors such as macroeconomic, industry and market conditions, cost factors, overall financial performance and other relevant factors that would affect the individual reporting units. If the Company determines that it is more likely than not that the fair value of the reporting unit is greater than the carrying value of the reporting unit, then no further impairment testing is needed. If the Company determines that it is more likely than not that the carrying value of the reporting unit is greater than the fair value of the reporting unit, the Company will move to the next step in the process. The Company will estimate the fair value of the reporting unit and compare it to the reporting unit's carrying value. If the carrying value of the reporting unit exceeds its fair value, the Company will record an impairment of goodwill equal to the amount the carrying value of the reporting unit exceeds its fair value, up to the total amount of goodwill previously recognized.



*Intangible Assets* — The Company's intangible assets primarily consist of trade names and customer relationships. Intangible assets are amortized over a weighted average of 8 to 15 year and 9 to 20 year estimated useful lives for trade names and customer relationships, respectively. The Company amortizes trade name intangible assets on a straight-line basis and customer relationship intangible assets on a basis consistent with their estimated economic benefit.

*Impairment of Long-Lived Assets* — The Company reviews its long-lived assets, including property, plant and equipment, right of use assets and definite life intangibles, for impairment whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be recoverable. Recoverability is measured by a comparison of the assets carrying amount to their expected future undiscounted net cash flows. If such assets are considered to be impaired, the impairment to be recognized is measured based on the amount by which the carrying amount of the asset exceeds its fair value. No impairments occurred in 2022 or 2021.

*Income Taxes* — Deferred tax assets or liabilities reflect temporary differences between amounts of assets and liabilities for financial and tax reporting. Such amounts are adjusted, as appropriate, to reflect changes in enacted tax rates expected to be in effect when the temporary differences reverse. A valuation allowance is established to offset any deferred tax assets if, based upon the available evidence, it is more likely than not (i.e. greater than 50% likely) that some or all of the deferred tax assets will not be realized. The determination of the amount of a valuation allowance to be provided on recorded deferred tax assets involves estimates regarding (1) the timing and amount of the reversal of taxable temporary differences, (2) expected future taxable income, (3) the impact of tax planning strategies and (4) the ability to carry back deferred tax assets to offset prior taxable income. In assessing the need for a valuation allowance, we consider all available positive and negative evidence, including past operating results, projections of future taxable income and the feasibility of ongoing tax planning strategies. The projections of future taxable income include a number of estimates and assumptions regarding our volume, pricing and costs. Additionally, valuation allowances related to deferred tax assets can be impacted by changes to tax laws. Significant judgment is required in determining income tax provisions as well as deferred tax asset and liability balances, including the estimation of valuation allowances and the evaluation of uncertain tax positions.

Earnings from the Company's foreign subsidiaries are considered to be indefinitely reinvested. A distribution of these non-U.S. earnings in the form of dividends or otherwise would subject the Company to foreign withholding taxes and may subject the Company to U.S. federal and state taxes.

The Company recognizes the benefit of tax positions when a benefit is more likely than not (i.e., greater than 50% likely) to be sustained on its technical merits. Recognized tax benefits are measured at the largest amount that is more likely than not to be sustained, based on cumulative probability, in final settlement of the position. The Company recognizes interest and penalties related to unrecognized tax benefits as a component of Income tax expense (benefit) in the Consolidated Statements of Operations and Comprehensive Income (Loss).

*Leases* — Leases are categorized as either operating or financing leases at commencement of the lease. For both classes of leases, a Right Of Use ("ROU") asset and corresponding lease liability are recognized at commencement of the lease. Operating leases consist of the Company headquarters, distribution and service centers, and Bolt branches. Financing leases consist of equipment such as forklifts and copiers. The value of the lease assets and liabilities are the present value of the total cash payments for each lease. The Company uses its incremental borrowing rate to discount the total cash payments to present value for each lease. The Company reviews each lease to determine if there is a more appropriate discount rate to apply. Upon commencement of the lease, rent expense is recognized on a straight line basis for each operating lease. Each financing lease ROU asset is amortized on a straight line basis over the lease period. TestEquity and the Lawson Partsmaster business have equipment leasing programs for customers. These leases are classified as operating leases. The leased equipment is recognized in Rental equipment, net in the Consolidated Balance Sheets and the leasing revenue is recognized on a straight line basis.

*Earnings per Share* — Basic earnings per share is computed by dividing net income by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed using the weighted-average number of shares of common stock and, if dilutive, common stock equivalents outstanding during the period. Diluted earnings per share reflect the potential dilution from the exercise or conversion of outstanding performance awards, stock options, market stock units and restricted stock awards into common stock. The dilutive effect of these common stock equivalents is reflected in diluted earnings per share by application of the treasury stock method. Contingently issuable shares are considered outstanding common shares and included in basic EPS as of the date that all necessary conditions have been satisfied (i.e., when issuance of the shares is no longer contingent). For diluted EPS, the contingently issuable shares should be included in

the denominator of the diluted EPS calculation as of the beginning of the interim period in which the conditions are satisfied and the earnout arrangements have been resolved.

For the reverse acquisition period prior to April 1, 2022, the Company calculates the basic EPS for each comparative period before the acquisition date presented in the consolidated financial statements by dividing the income of the accounting acquirer attributable to common shareholders in each of those periods by the accounting acquirer's historical weighted-average number of common shares outstanding. The Company calculates the weighted-average number of common shares outstanding (the denominator of the EPS calculation), including the equity interests issued by the legal acquirer to effect the reverse acquisition, as the number of common shares outstanding from the beginning of that period to the acquisition date computed on the basis of the weighted-average number of common shares of the accounting acquirer outstanding during the period multiplied by an exchange ratio derived from the shares exchanged at the Merger Date.

*Foreign Currency* — The accounts of foreign subsidiaries are measured using the local currency as the functional currency. All balance sheet amounts are translated into U.S. dollars using the exchange rates in effect at the applicable period end. Components of income or loss are translated using the average exchange rate for each reporting period.

Gains and losses resulting from changes in the exchange rates from translation of the subsidiary accounts in local currency to U.S. dollars are reported as a component of Accumulated other comprehensive income or loss in the Consolidated Balance Sheets. Gains and losses resulting from the effect of exchange rate changes on transactions denominated in currencies other than the functional currency are included as a component of net income or loss upon settlement of the transaction.

Gains and losses resulting from foreign intercompany transactions are included as a component of net income or loss each reporting period unless the transactions are of a long-term-investment nature and settlement is not planned or anticipated in the foreseeable future, in which case the gains and losses are recorded as a component of Accumulated other comprehensive income or loss in the Consolidated Balance Sheets. Foreign currency transaction losses of \$0.9 million and \$0.6 million were recorded for 2022 and 2021, respectively, as a component of Other income (expense) in the Consolidated Statements of Operations and Comprehensive Income (Loss).

*Treasury Stock* — The Company repurchased 54,089 shares of its common stock in 2022 and no shares of its common stock in 2021 through its previously announced stock repurchase plan. The Company repurchased 12,082 shares of its common stock in 2022 from employees upon the vesting of restricted stock to offset the income taxes owed by those employees. The Company accounts for treasury stock using the cost method and includes treasury stock as a component of stockholders' equity. The cost of the common stock repurchased and held in treasury was \$2.5 million in 2022.

*Segment Information* — ASC 280, *Segment Reporting*, establishes standards for reporting information about operating segments. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance.

The Company's chief operating decision-maker ("CODM") is the Chief Executive Officer of DSG. The CODM reviews the financial performance and the results of operations of the segments when making decisions about allocating resources and assessing performance of the Company.

The Company has determined it has four operating segments: (i) Lawson, (ii) Gexpro Services, (iii) TestEquity and (iv) All Other. The Company's three reportable segments include (i) Lawson, (ii) Gexpro Services and (iii) TestEquity. The Company's CODM reviews the operating results of these reportable segments for the purpose of allocating resources and evaluating financial performance.

There was no intersegment revenue. The reporting segments follow the same accounting policies used in the preparation of the Company's consolidated financial statements. See Note 14 – Segment Information for further details.

*Acquisitions* — The Company recognizes identifiable assets acquired and liabilities assumed at their acquisition date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred over the net of the acquisition date fair values of the assets acquired and the liabilities assumed. While the Company uses its best estimates and assumptions for the purchase price allocation process to value assets acquired and liabilities assumed at the acquisition date, the estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up

to one year from the acquisition date, the Company may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill.

*Fair Value Measurements* — The Company applies the guidance in ASC 820, *Fair Value Measurements* to account for financial assets and liabilities measured on a recurring basis. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The guidance provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are described below:

Level 1 - Unadjusted quoted prices for identical assets and liabilities in active markets.

Level 2 - Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3 - Unobservable inputs that are supported by little or no market activity, may be derived from internally developed methodologies based on management's best estimate of fair value and that are significant to the fair value of the asset or liability

The carrying amount of accounts receivable, accounts payable, accrued expenses and other working capital balances are considered a reasonable estimate of their fair value due to the short-term maturity of these instruments. The carrying amount of debt is also considered to be a reasonable estimate of the fair value based on the nature of the debt and that the debt bears interest at the prevailing market rate for instruments with similar characteristics. The Company's earnout derivative liability and debt are recorded at fair value on a recurring basis and were estimated using Level 3 inputs.

*Earnout Derivative Liability* — The Company recorded an earnout derivative liability for the future contingent equity shares related to the TestEquity Holdback Shares and the Gexpro Services Holdback Shares provisions within the Merger Agreements. The contingently issuable shares are not indexed to Company common stock and, therefore, are accounted for as liability classified instruments in accordance with ASC 815-40, *Contracts in Entity's Own Equity*, as the events that determine the number of contingently issuable shares required to be released or issued, as the case may be, include events that are not solely indexed to the fair value of Company common stock. The contingently issuable shares were initially measured at the Merger Date and were subsequently measured at each reporting date until settled, or when they met the criteria for equity classification. Changes in the fair value of the earnout derivative liability are recorded as a component of Change in fair value of earnout liability in the Consolidated Statements of Operations and Comprehensive Income (Loss).

The Company reassesses the classification of these derivative liabilities for earnout arrangements each balance sheet date. If the contingencies are resolved for the issuable shares, the earnout derivative liability is reclassified from the liability to equity as of the date of the event that caused the contingencies to be met. The earnout derivative liability is measured at fair value immediately prior to the reclassification to equity. If the earnout derivative liability is reclassified from a liability to equity, gains or losses recorded to account for the liability at fair value during the period that the contract was classified as a liability are not reversed.

The contingently issuable shares are included in the denominator of the basic earnings per share calculation as of the date that all necessary conditions have been satisfied (i.e., when issuance of the shares is no longer contingent). For diluted earnings per share, the contingently issuable shares are included in the denominator of the diluted earnings per share calculation as of the beginning of the interim period in which the conditions are satisfied and the earnout arrangements have been resolved. See Note 12 – Earnings Per Share for further information.

*Use of Estimates* — Preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported for service revenue, service cost, allowance for doubtful accounts, inventory reserves, goodwill and intangible assets valuation, stock-based compensation and income taxes in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates.

*Supplier Concentrations* — During 2022 and 2021, TestEquity purchases of inventory from one unrelated supplier accounted for 10.3% and 20.1% of the Company's total inventory purchases, respectively.

*Recent Accounting Pronouncements - Not Yet Adopted*

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which revises the requirements for how an entity should measure credit losses on financial instruments. The pronouncement is effective for smaller reporting companies in fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, and the new guidance will be applied on a prospective basis. The Company is currently evaluating the effect of adopting this new standard and the impact on its financial position or results of operations.

In October 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which requires an entity to apply Topic 606 to recognize and measure contract assets and contract liabilities in a business combination. The pronouncement is effective in fiscal years beginning after December 15, 2022 and early adoption is permitted. The Company is currently evaluating the effect of adopting this new standard and does not expect the adoption to have a material impact on its financial position or results of operations.

**Note 3 – Business Acquisitions****Completion of Mergers**

On April 1, 2022, the Mergers were completed via all-stock merger transactions. Pursuant to the Merger Agreements, DSG issued an aggregate of 10.3 million shares of DSG common stock to the former owners of TestEquity and Gexpro Services. An additional 1.7 million shares of DSG common stock remain potentially issuable upon meeting the conditions of certain earnout provisions. Refer to Note 1 – Nature of Operations and Basis of Presentation for further information regarding the Mergers.

The business combination of Lawson, TestEquity and Gexpro Services combines three value added complementary distribution businesses. Lawson is a distributor of products and services to the industrial, commercial, institutional, and governmental MRO marketplace. TestEquity is a distributor of parts and services to the industrial, commercial, institutional and governmental electronics manufacturing and test and measurement market. Gexpro Services is a provider of supply chain solutions, specializing in developing and implementing VMI and kitting programs to high-specification manufacturing customers. Gexpro Services provides critical products and services to customers throughout the lifecycle of highly technical OEM products. Refer to Note 1 – Nature of Operations and Basis of Presentation for more information on the nature of operations for these businesses.

The Mergers were accounted for as a reverse merger under the acquisition method of accounting for business combinations, whereby TestEquity and Gexpro Services were identified as the accounting acquirers and were treated as a combined entity for financial reporting purposes, and DSG was identified as the accounting acquiree. Accordingly, under the acquisition method of accounting, the purchase price was allocated to DSG's tangible and identifiable intangible assets acquired and liabilities assumed, based on their estimated acquisition-date fair values. These estimates were determined through established and generally accepted valuation techniques.

**Allocation of Consideration Exchanged**

Under the acquisition method of accounting, the consideration exchanged was calculated as follows:

(in thousands, except share data)	<b>April 1, 2022</b>
Number of DSG common shares	9,120,167
DSG closing price per common stock on March 31, 2022	\$ 38.54
Fair value of shares exchanged	\$ 351,491
Other consideration <sup>(1)</sup>	1,910
<b>Total consideration exchanged</b>	<b>\$ 353,401</b>

<sup>(1)</sup> Fair value adjustment of stock-based compensation awards.

Due to the publicly traded nature of shares of DSG common stock, the equity issuance of shares of DSG common stock based on this value was considered to be a more reliable measurement of the fair market value of the transaction compared to the equity interests of the accounting acquirer.

The allocation of consideration exchanged to the tangible and identifiable intangible assets acquired and liabilities assumed was based on estimated fair values as of the Merger Date. The accounting for the Mergers was complete as of December 31, 2022. Goodwill generated from the Mergers is not deductible for tax purposes.

During 2022, the Company recorded measurement period adjustments that resulted in a \$8.4 million net decrease to goodwill. The measurement period adjustments were associated with adjustments to the fair value of certain property, plant and equipment, changes in estimates related to leases and changes in the deferred tax liability related to intangible assets.

The following table summarizes the allocation of consideration exchanged to the estimated fair values of assets acquired and liabilities assumed at the Merger Date and after applying measurement period adjustments:

(in thousands)	Merger Date	Measurement Period Adjustments	Final Purchase Price Allocation
Current assets	\$ 148,308	\$ —	\$ 148,308
Property, plant and equipment	57,053	361	57,414
Right of use assets	17,571	687	18,258
Other intangible assets	119,060	—	119,060
Deferred tax liability, net of deferred tax asset	(26,237)	6,843	(19,394)
Other assets	18,373	—	18,373
Current liabilities	(71,097)	(68)	(71,165)
Long-term obligations	(25,722)	(24)	(25,746)
Lease and financing obligations	(29,474)	647	(28,827)
Derivative earnout liability	(43,900)	—	(43,900)
Goodwill	189,466	(8,446)	181,020
Total consideration exchanged	<u>\$ 353,401</u>	<u>\$ —</u>	<u>\$ 353,401</u>

The allocation of consideration exchanged to other intangible assets acquired is as follows:

(in thousands)	Fair Value	Estimated Life (in years)
Customer relationships	\$ 76,050	19
Trade names	43,010	8
Total other intangible assets	<u>\$ 119,060</u>	

The Company incurred transaction costs related to the Mergers of \$12.7 million for 2022 and \$2.4 million for 2021 which are included in Selling, general and administrative expenses in the Consolidated Statements of Operations and Comprehensive Income (Loss).

### **Unaudited Pro Forma Information**

The following table presents estimated unaudited pro forma consolidated financial information for DSG as if the Mergers and other acquisitions disclosed below occurred on January 1, 2021 for the 2022 acquisitions and January 1, 2020 for the 2021 acquisitions. The unaudited pro forma information reflects adjustments including amortization on acquired intangible assets, interest expense, and the related tax effects. This information is presented for informational purposes only and is not necessarily indicative of future results or the results that would have occurred had the Mergers been completed on the date indicated.

(in thousands)	Year Ended December 31,	
	2022	2021
Revenue	\$ 1,321,978	\$ 1,158,798
Net income	20,943	369

### Other Acquisitions

TestEquity and Gexpro Services acquired other businesses during 2022 and 2021. The consideration exchanged for the acquired businesses included various combinations of cash, sellers notes, and forms of share based payments. The acquisitions were accounted for under ASC 805, the acquisition method of accounting. For each acquisition, the allocation of consideration exchanged to the assets acquired and liabilities assumed was based on estimated acquisition-date fair values. Certain estimated values for the acquisitions, including the valuation of intangibles, contingent consideration, and income taxes (including deferred taxes and associated valuation allowances), are not yet finalized, and the preliminary purchase price allocations are subject to change as the Company completes its analysis of the fair value at the date of acquisition. The final valuations will be completed within the one-year measurement periods following the respective acquisition dates, and any adjustments will be recorded in the period in which the adjustments are determined.

During 2022, TestEquity acquired Interworld Highway, LLC, National Test Equipment, and Instrumex, and Gexpro Services acquired Resolux ApS ("Resolux") and Frontier Technologies Brewton, LLC and Frontier Engineering and Manufacturing Technologies, Inc. ("Frontier"). The accounting for the Interworld Highway, LLC, Resolux and Frontier acquisitions was complete as of December 31, 2022. The purchase consideration for each business acquired and the allocation of the consideration exchanged to the estimated fair values of assets acquired and liabilities assumed is summarized below:

(in thousands)	Interworld Highway, LLC	Resolux	Frontier	National Test Equipment	Instrumex	Total
	April 29, 2022	January 3, 2022	March 31, 2022	June 1, 2022	December 1, 2022	
<b>Acquisition date</b>						
Current assets	\$ 15,018	\$ 10,210	\$ 2,881	\$ 2,187	\$ 3,495	\$ 33,791
Property, plant and equipment	313	459	1,189	642	30	2,633
Right of use assets	—	1,125	9,313	—	—	10,438
Other intangible assets:						
Customer relationships	6,369	11,400	9,300	2,100	800	29,969
Trade names	4,600	6,100	3,000	—	—	13,700
Other assets	10	86	—	—	14	110
Accounts payable	(8,856)	(3,058)	(778)	(196)	(1,305)	(14,193)
Current portion of long term debt	—	—	—	(2,073)	—	(2,073)
Accrued expenses and other liabilities	—	(4,747)	(1,462)	(1,171)	(153)	(7,533)
Lease obligation	—	(1,125)	(9,313)	—	—	(10,438)
Goodwill	37,236	10,305	11,544	5,703	1,053	65,841
<b>Total purchase consideration exchanged, net of cash acquired</b>	<b>\$ 54,690</b>	<b>\$ 30,755</b>	<b>\$ 25,674</b>	<b>\$ 7,192</b>	<b>\$ 3,934</b>	<b>\$ 122,245</b>
Cash consideration	\$ 54,690	\$ 30,755	\$ 25,674	\$ 6,023	\$ 3,934	\$ 121,076
Seller's notes	—	—	—	1,169	—	1,169
<b>Total purchase consideration exchanged, net of cash acquired</b>	<b>\$ 54,690</b>	<b>\$ 30,755</b>	<b>\$ 25,674</b>	<b>\$ 7,192</b>	<b>\$ 3,934</b>	<b>\$ 122,245</b>

Following the initial fair value measurement, the Company updated the purchase price allocations as follows:

- Resolux was adjusted for changes in the deferred tax liability related to intangible assets. The adjustments to these balances resulted in a \$3.8 million increase to goodwill.
- Frontier was adjusted for the valuation of intangible assets, working capital, accrued expenses and other liabilities. The adjustments to these balances resulted in a \$1.2 million increase to goodwill and \$0.5 million increase to the total purchase consideration, net of cash acquired.

- National Test Equipment was adjusted to reflect changes in working capital, accrued expenses and other liabilities. The adjustments to these balances resulted in a \$0.3 million decrease to goodwill.

The consideration for the Frontier acquisition includes a potential earn-out payment up to \$3.0 million based upon the achievement of certain milestones and relative thresholds during the earn out measurement period which ends on December 31, 2024. The fair value of the contingent consideration arrangement was classified within Level 3 and was determined using a probability-based scenario analysis approach. As of March 31, 2022 and December 31, 2022, the fair value of the earn-out was \$0.9 million and \$1.7 million, respectively, with amounts recorded in Accrued expenses and other current liabilities and Other liabilities in the Consolidated Balance Sheets. Changes in the fair value of the earn-out are recorded as a component of Change in fair value of earnout liability in the Consolidated Statements of Operations and Comprehensive Income (Loss).

During 2021, TestEquity acquired MCS Test Group Limited ("MCS"), and Gexpro Services acquired Omni Fasteners Inc. ("Omni"), National Engineered Fasteners ("NEF") and State Industrial Supply ("SIS"). These acquisitions were provisionally accounted for as of December 31, 2021. The accounting was completed during the year ended December 31, 2022.

The purchase consideration for each business acquired during 2021 and the allocation of the consideration exchanged to the estimated fair values of assets acquired and liabilities assumed is summarized below:

(in thousands)	Omni	NEF	SIS	MCS	Total
<b>Acquisition date</b>	June 8, 2021	November 1, 2021	December 31, 2021	July 31, 2021	
Current assets	\$ 2,259	\$ 19,118	\$ 3,551	\$ 2,819	\$ 27,747
Property, plant and equipment	600	589	125	3,702	5,016
Right of use assets	—	1,774	799	—	2,573
Other intangible assets:					
Customer relationships	2,530	5,007	4,800	2,621	14,958
Trade names	200	2,503	1,500	41	4,244
Other intangible assets	9	—	380	—	389
Accounts payable	(50)	(3,506)	(1,464)	(2,523)	(7,543)
Accrued expenses and other liabilities	—	(3,332)	—	(685)	(4,017)
Lease obligation	—	(1,774)	(799)	—	(2,573)
Goodwill	953	—	3,010	7,245	11,208
Gain on bargain purchase	—	(1,363)	—	—	(1,363)
<b>Total purchase consideration exchanged, net of cash acquired</b>	<b>\$ 6,501</b>	<b>\$ 19,016</b>	<b>\$ 11,902</b>	<b>\$ 13,220</b>	<b>\$ 50,639</b>
Cash consideration	\$ 6,501	\$ 16,264	\$ 3,545	\$ 7,626	\$ 33,936
Seller's notes	—	—	8,357	1,400	9,757
Shared based payments	—	2,752	—	4,194	6,946
<b>Total purchase consideration exchanged, net of cash acquired</b>	<b>\$ 6,501</b>	<b>\$ 19,016</b>	<b>\$ 11,902</b>	<b>\$ 13,220</b>	<b>\$ 50,639</b>

A gain on bargain purchase related to the acquisition of NEF was recognized within Other income (expense), net in the Consolidated Statements of Operations and Comprehensive Income (Loss) in the fourth quarter of 2021. The gain of \$1.4 million was calculated as the excess of net assets recognized over the consideration transferred. The bargain purchase was primarily attributable to owners that were highly motivated to sell.

The Company incurred transaction costs related to the other closed acquisitions listed above and other potential future acquisitions of \$2.8 million for 2022 and \$6.4 million for 2021.

As a result of acquisitions completed, the Company recorded tax deductible goodwill of \$53.6 million in 2022 and \$5.6 million in 2021 that may result in a tax benefit in future periods.

**Other Acquisitions Pro Forma Information** - The pro forma information for other acquisitions was included in the estimated unaudited pro forma consolidated financial information for DSG, which is presented above under *Pro Forma Information*.

**Actual Results of Business Acquisitions**

The following table presents actual results attributable to our business combinations that were included in the consolidated financial statements for the years ended December 31, 2022 and 2021. The 2022 and 2021 results only reflect the results attributable to the acquisitions completed in those respective years. The results of DSG's legacy Lawson business are included only subsequent to the April 1, 2022 Merger Date, and the results for other acquisitions are only included subsequent to their respective acquisition dates provided above.

(in thousands)	Year Ended December 31, 2022			Year Ended December 31, 2021		
	Lawson	Other Acquisitions	Total	Lawson	Other Acquisitions	Total
Revenue	\$ 373,738	\$ 151,217	\$ 524,955	\$ —	\$ 10,847	\$ 10,847
Net Income	\$ 15,283	\$ 8,670	\$ 23,953	\$ —	\$ (391)	\$ (391)

**Note 4 – Revenue Recognition**

Under the definition of a contract as defined by ASC 606, the Company considers contracts to be created at the time an order to purchase product and services is agreed upon regardless of whether there is a written contract. Revenue from customers is recognized when obligations under the terms of a contract are satisfied; this generally occurs with the delivery of products or services. Revenue from customers is measured as the amount of consideration the Company expects to receive in exchange for the delivery of goods or services. Contracts may last from one month to one year or more and may have renewal terms that extend indefinitely at the option of either party. Price is typically based on market conditions, competition, changes in the industry and product availability. Volumes fluctuate primarily as a result of customer demand and product availability. Consistent with the way the Company manages its businesses, the Company refers to sales under service agreements, which includes both goods (such as parts, equipment and equipment upgrades) and related services (such as monitoring, maintenance and repairs) as sales of “services,” which is an important part of the Company's operations. The Company has no significant financing components in its contracts with customers. The Company records revenue net of certain taxes, such as sales taxes, that are assessed by governmental authorities on the Company's customers.

The Company also operates as a lessor and recognizes lease revenue on a straight-line basis over the life of each lease. The Company has adopted the practical expedient not to separate the non-lease components that would be within the scope of ASC 606 from the associated lease component as the relevant criteria under ASC 842 are met.

The Company does not incur significant costs to obtain contracts. Incidental items that are immaterial in the context of the contract are recognized as expenses. Sales of products and services to customers are invoiced and settled on a monthly basis. ASC 606 requires an entity to present a contract liability in instances where the customer is entitled to a volume rebate based on purchases made during the period. The Company is not usually subject to obligations for warranties, rebates, returns or refunds except in the case of rebates for select customers if predetermined purchase thresholds are met as discussed for the TestEquity segment below. The Company does not typically receive payment in advance of satisfying its obligations under the terms of its sales contracts with customers; therefore, liabilities related to such payment are not significant to the Company. Accounts receivable represents the Company's unconditional right to receive consideration from its customers.

**Lawson Segment**

The Lawson segment has two distinct performance obligations offered to its customers: a product performance obligation and a service performance obligation, and accordingly, two separate revenue streams. Although Lawson has identified that it offers its customers both a product and a service obligation, the customer only receives one invoice per transaction with no price allocation between these obligations. Lawson does not price its offerings based on any allocation between these obligations.

Lawson generates revenue primarily from the sale of MRO products to its customers. Revenue related to product sales is recognized at the time that control of the product has been transferred to the customer; either at the time the product is shipped or the time the product has been received by the customer. Lawson does not commit to long-term contracts to sell customers a certain minimum quantity of products.



Lawson offers a VMI service proposition to its customers. A portion of these services, primarily related to stocking of product and maintenance of the MRO inventory, is provided over a short period of time after control of the purchased product has been transferred to the customer. Since certain obligations pursuant to the VMI service agreement have not been provided at the time the control of the product transfers to the customer, that portion of expected consideration is deferred until the time that those services have been provided and the related performance obligations have been satisfied.

### TestEquity Segment

TestEquity's contracts with customers generally represent a single performance obligation to sell its products. Revenue from contracts with customers reflects the transaction prices for contracts reduced by variable consideration. TestEquity provides a rebate to select customers if predetermined purchase thresholds are met. The rebate consideration is not in exchange for a distinct good or service. Variable consideration is estimated using the expected-value method considering all reasonably available information, including TestEquity's historical experience and current expectations, and is reflected in the transaction price when sales are recorded. Sales returns are generally accepted by TestEquity, however, sales returns are not material to the Company's operations. TestEquity provides an assurance type warranty which is not sold separately and does not represent a separate performance obligation.

TestEquity generates revenue from contracts with customers through the sale of new and used electronic test and measurement products. Typically, TestEquity has a purchase order or master service agreement with the customer that specifies the goods and/or services to be provided. TestEquity generally invoices customers as goods are shipped. Fees are typically due and payable 30 days after date of shipment. Generally, customers gain control of the goods upon providing the product to the carrier, or when services are completed. For the majority of transactions, TestEquity recognizes revenue at the time of shipment, when control passes to the customer. For consigned inventory, revenue is recognized when inventory is removed from TestEquity's stock location and control passes to the customer.

### Gexpro Services Segment

Gexpro Services' contracts with customers generally represent a single performance obligation to sell its products. Revenue from sales of Gexpro Services' products are recognized upon transfer of control to the customer, which is typically when the product has been shipped from its distribution facilities. The transaction price is the amount of consideration to which Gexpro Services expects to be entitled in exchange for transferring goods to the customer. Revenue is recorded based on the transaction price, which includes fixed consideration and an estimate of variable consideration such as, early payment/volume discounts and rebates. The amount of variable consideration included in the transaction price is constrained and is included only to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

Gexpro Services' products are marketed and sold primarily to original equipment manufacturers globally. Sales of products are subject to economic conditions and may fluctuate based on changes in the industry, trade policies and financial markets. Payment terms on invoiced amounts range from 10 to 120 days. In instances where the timing of revenue recognition differs from the timing of the right to invoice, the Company has determined that a significant financing component does not exist.

Disaggregated consolidated revenue by geographic area (based on the location to which the product is shipped to):

(in thousands)	Year Ended December 31,	
	2022	2021
United States	\$ 932,418	\$ 457,094
Canada	118,722	14,706
Europe	51,631	25,257
Pacific Rim	10,768	15,155
Latin America	34,202	6,150
Other	3,681	1,928
Total revenue	\$ 1,151,422	\$ 520,290

**Rental Revenue**

TestEquity rents new and used electronic test and measurement equipment to customers in many industries. These leases are classified as operating leases under ASC 842. Rental equipment is included in Rental equipment, net in the Consolidated Balance Sheet, and rental revenue is included in Revenue in the Consolidated Statements of Operations and Comprehensive Income (Loss). The TestEquity rental program generated revenue of \$13.8 million and \$13.7 million during 2022 and 2021, respectively. The unearned rental revenue related to customer prepayments on equipment leases of \$0.3 million at December 31, 2022 and \$0.5 million at December 31, 2021 was included in Accrued expenses and other current liabilities in the Consolidated Balance Sheet and is expected to be earned in its entirety during the next twelve months.

Lawson leases parts washer machines to customers through its Torrents leasing program. These leases are classified as operating leases under ASC 842. The leased machines are included in Rental equipment, net, in the Consolidated Balance Sheet, and the leasing revenue is recognized on a straight-line basis. The Torrents machine leasing program generated \$3.9 million of revenue during 2022. The unearned rental revenue, which was included as a component of Accrued expenses and other current liabilities in the Consolidated Balance Sheet, was nominal at December 31, 2022 and is expected to be earned during the next twelve months.

**Note 5 – Supplemental Financial Statement Information****Inventories, net**

Inventories, net, consisting of purchased goods and manufactured electronic equipment offered for resale, were as follows:

(in thousands)	December 31,	
	2022	2021
Inventories, gross	\$ 275,072	\$ 140,544
Reserve for obsolete and excess inventory	(10,698)	(7,827)
Inventories, net	<u>\$ 264,374</u>	<u>\$ 132,717</u>

Changes in the reserve for obsolete and excess inventory were as follows:

(in thousands)	December 31,	
	2022	2021
Balance at beginning of period	\$ (7,827)	\$ (7,895)
Provision charged to expense (net)	(6,547)	(1,224)
Write-offs	3,676	1,292
Balance at end of period	<u>\$ (10,698)</u>	<u>\$ (7,827)</u>

**Property, Plant and Equipment, net**

Components of property, plant and equipment, net were as follows:

(in thousands)	December 31,	
	2022	2021
Land	\$ 9,578	\$ 1,700
Buildings and improvements	27,199	2,930
Machinery and equipment	26,948	4,389
Capitalized software	7,889	3,407
Furniture and fixtures	6,346	2,700
Vehicles	1,713	798
Construction in progress <sup>(1)</sup>	3,140	12
Total	82,813	15,936
Accumulated depreciation and amortization	(18,418)	(6,857)
Property, plant and equipment, net	<u>\$ 64,395</u>	<u>\$ 9,079</u>

<sup>(1)</sup> Construction in progress primarily relates to upgrades to certain of the Company's distribution facilities that we expect to place in service in the next 12 months.

Depreciation expense for property, plant, and equipment was \$6.5 million in 2022 and \$1.2 million in 2021. Amortization expense for capitalized software was \$1.6 million in 2022 and \$0.7 million in 2021.

**Rental Equipment, net**

Rental equipment, net consisted of the following:

(in thousands)	December 31,	
	2022	2021
Rental equipment	\$ 63,184	\$ 45,774
Accumulated depreciation	(36,045)	(21,047)
Rental equipment, net	<u>\$ 27,139</u>	<u>\$ 24,727</u>

Depreciation expense included in cost of sales for rental equipment was \$8.0 million and \$6.3 million for 2022 and 2021, respectively. Refer to Note 4 – Revenue Recognition for a discussion on the Company's activities as lessor.

## Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

(in thousands)	December 31,	
	2022	2021
Accrued compensation	\$ 24,169	\$ 5,997
Accrued customer rebates	5,053	2,657
Accrued and withheld taxes, other than income taxes	4,885	880
Accrued stock-based compensation	3,340	—
Deferred revenue	2,313	485
Accrued interest	1,775	1,515
Accrued health benefits	1,306	59
Accrued severance	852	—
Accrued income taxes	731	4,170
Other	18,253	7,363
<b>Total accrued expenses and other current liabilities</b>	<b>\$ 62,677</b>	<b>\$ 23,126</b>

## Security Bonus Plan

The Company has a security bonus plan which was previously created for the benefit of its Lawson independent sales representatives, under the terms of which participants are credited with a percentage of their annual net commissions. The aggregate amounts credited to participants' accounts vest 25% after five years, and an additional 5% vests each year thereafter upon qualification for the plan. On January 1, 2013, the Company converted all of its U.S. independent sales representatives to employees. The security bonuses for those converted employees continue to vest, but their accounts are no longer credited with a percentage of net commissions. For financial reporting purposes, amounts are charged to operations over the vesting period. Expenses incurred for the security bonus plan were \$0.1 million for the year ended December 31, 2022. The security bonus plan is partially funded by an \$8.0 million investment in the cash surrender value in life insurance of certain employees which is included as a component of Cash value of life insurance in the Consolidated Balance Sheet. As of December 31, 2022, the \$9.7 million liability is included in the Security bonus plan in the Consolidated Balance Sheet.

## Note 6 – Goodwill and Intangible Assets

### Goodwill

Changes in the carrying amount of goodwill by segment were as follows:

(in thousands)	Lawson	TestEquity	Gexpro Services	All Other	Total
Balance at December 31, 2020	\$ —	\$ 62,867	\$ 30,136	\$ —	\$ 93,003
Acquisitions <sup>(1)</sup>	—	7,245	3,963	—	11,208
Balance at December 31, 2021	—	70,112	34,099	—	104,211
Acquisitions <sup>(1)</sup>	156,133	43,992	21,849	24,887	246,861
Impact of foreign exchange rates	(360)	—	(527)	(2,137)	(3,024)
Balance at December 31, 2022	<u>\$ 155,773</u>	<u>\$ 114,104</u>	<u>\$ 55,421</u>	<u>\$ 22,750</u>	<u>\$ 348,048</u>

<sup>(1)</sup> Refer to Note 3 – Business Acquisitions for information related to measurement period adjustments.

## Intangible Assets

The gross carrying and accumulated amortization for definite-lived intangible assets were as follows:

(in thousands)	December 31, 2022			December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Trade names	\$ 92,286	\$ (17,401)	\$ 74,885	\$ 36,345	\$ (8,356)	\$ 27,989
Customer relationships	192,934	(44,481)	148,453	89,062	(25,423)	63,639
Other <sup>(1)</sup>	7,961	(3,305)	4,656	7,370	(2,390)	4,980
Total	\$ 293,181	\$ (65,187)	\$ 227,994	\$ 132,777	\$ (36,169)	\$ 96,608

<sup>(1)</sup> Other primarily consists of non-compete agreements.

Amortization expense for definite-lived intangible assets was \$29.1 million in 2022 and \$10.4 million in 2021. Amortization expense related to intangible assets was recorded in Selling, general and administrative expenses. The remaining weighted-average useful lives of intangible assets as of December 31, 2022 was 4.2 years for trade names and 4.9 years for customer relationships.

The estimated aggregate amortization expense for each of the next five years and thereafter are as follows:

(in thousands)	Amortization
2023	\$ 35,061
2024	34,560
2025	31,173
2026	28,487
2027	24,031
Thereafter	74,682
Total	\$ 227,994

## Note 7 – Leases

The Company leases property used for warehousing, distribution centers, office space, branch locations, equipment and vehicles. The expenses generated by leasing activity for the years ended December 31, 2022 and 2021 were as follows (in thousands):

Lease Type	Classification	Year Ended December 31,	
		2022	2021
Operating Lease Expense <sup>(1)</sup>	Operating expenses	\$ 15,151	\$ 6,157
Financing Lease Amortization	Operating expenses	466	197
Financing Lease Interest	Interest expense	41	11
Financing Lease Expense		507	208
Net Lease Cost		\$ 15,658	\$ 6,365

<sup>(1)</sup> Includes short term lease expense, which is immaterial.

The value of net assets and liabilities generated by leasing activity as of December 31, 2022 and December 31, 2021 were as follows (in thousands):

Lease Type	December 31,	
	2022	2021
Total ROU operating lease assets <sup>(1)</sup>	\$ 46,755	\$ 19,662
Total ROU financing lease assets <sup>(2)</sup>	1,519	—
Total lease assets	\$ 48,274	\$ 19,662
Total current operating lease obligation	\$ 9,480	\$ 4,641
Total current financing lease obligation	484	—
Total current lease obligations	\$ 9,964	\$ 4,641
Total long term operating lease obligation	\$ 38,898	\$ 16,132
Total long term financing lease obligation	930	—
Total long term lease obligation	\$ 39,828	\$ 16,132

<sup>(1)</sup> Operating lease assets were recorded net of accumulated amortization of \$14.8 million as of December 31, 2022 and \$4.3 million as of December 31, 2021.

<sup>(2)</sup> Financing lease assets were recorded net of accumulated amortization as a component of Other assets in the Consolidated Balance Sheet of \$0.9 million as of December 31, 2022 and \$0.0 million as of December 31, 2021.

The value of lease liabilities generated by leasing activities as of December 31, 2022 were as follows (in thousands):

Maturity Date of Lease Liabilities	Operating Leases	Financing Leases	Total
Year one	\$ 13,063	\$ 605	\$ 13,668
Year two	11,220	434	11,654
Year three	10,316	271	10,587
Year four	6,977	196	7,173
Year five	5,261	71	5,332
Subsequent years	12,355	—	12,355
Total lease payments	59,192	1,577	60,769
Less: Interest	(10,814)	(163)	(10,977)
Present value of lease liabilities	\$ 48,378	\$ 1,414	\$ 49,792

The weighted average lease terms and interest rates of leases held as of December 31, 2022 were as follows:

Lease Type	Weighted Average Term in Years	Weighted Average Interest Rate
Operating Leases	5.6	7.1%
Financing Leases	3.1	6.6%

The cash outflows of leasing activity for the years ended December 31, 2022 and 2021 were as follows (in thousands):

Cash Flow Source	Classification	Year Ended December 31,	
		2022	2021
Operating cash flows from operating leases	Operating activities	\$ (12,149)	\$ (6,381)
Operating cash flows from financing leases	Operating activities	(184)	—
Financing cash flows from financing leases	Financing activities	(429)	—

Refer to Note 4 – Revenue Recognition for a discussion on the Company's activities as lessor.

## Note 8 – Earnout Derivative Liability

On the Merger Date, the Company recorded an earnout derivative liability for the two earnout provisions within the Merger Agreements. The Company estimated the fair value of the earnout derivative liability based on an aggregate of 1,162,000 additional shares available to be issued under the two earnout provisions of the Merger Agreements. The aggregate of 1,162,000 shares is comprised of 700,000 shares of DSG common stock that are contingently issuable to (or forfeitable by) the TestEquity Equityholder and 462,000 shares of DSG common stock that are contingently issuable to (or forfeitable by) the Gexpro Services Stockholder. The additional 538,000 shares of the remaining potential shares of the earnout were not recorded as an earnout derivative liability as the acquisition contingency for these shares was met at the Merger Date.

The Company's earnout derivative liability is classified as a Level 3 instrument and is measured at fair value on a recurring basis. The fair value of the earnout derivative liability was measured using the Monte Carlo simulation valuation model using a distribution of potential outcomes on a monthly basis for the year ended December 31, 2022. Inputs to that model include the expected time to liquidity, the risk-free interest rate over the term, expected volatility based on representative peer companies and the estimated fair value of the underlying class of common stock. The significant unobservable inputs used in the fair value measurement of the earnout derivative liability are the fair value of the underlying stock at the valuation date and the estimated term of the earnout arrangement periods. Generally, increases (decreases) in the fair value of the underlying stock and estimated term would result in a directionally similar impact to the fair value measurement.

The estimated aggregate fair value of the earnout derivative liability recorded on the Merger Date was \$43.9 million, with an offsetting entry to additional paid-in capital. As of April 29, 2022 and December 31, 2022, 700,000 and 462,000 of the 1,162,000 shares, respectively, were reclassified to equity, as the contingencies had been met. Immediately prior to reclassifications, the respective shares were remeasured to fair value. For the year ended December 31, 2022, the Company recorded income of \$0.3 million as a component of Change in fair value of earnout liability in the Consolidated Statements of Operations and Comprehensive Income (Loss) due to changes in the fair value of the earnout derivative liability. See Fair Value Measurements in Note 2 – Summary of Significant Accounting Policies for further information.

The change in the fair value of the earnout derivative liability was as follows:

(in thousands)	Amount
Balance at December 31, 2021	\$ —
Initial recognition on Merger Date	43,900
Change in fair value	(276)
Reclassifications to equity at fair value	(43,624)
Balance at December 31, 2022	\$ —

## Note 9 – Debt

The Company's outstanding long-term debt was comprised of the following:

(in thousands)	December 31,	
	2022	2021
Senior secured revolving credit facility	\$ 122,000	\$ —
Senior secured term loan	243,750	—
Senior secured delayed draw term loan	50,000	—
Other revolving line of credit	1,352	—
Previous revolving credit facilities	—	38,707
Previous term loans	—	190,337
Total debt	417,102	229,044
Less current portion of long-term debt	(16,352)	(134,405)
Less deferred financing costs	(4,925)	(1,505)
Total long-term debt	\$ 395,825	\$ 93,134

## Amended and Restated Credit Agreement - April 1, 2022

On April 1, 2022 (the "Closing Date"), DSG and certain of its subsidiaries entered into an Amended and Restated Credit Agreement (the "Amended and Restated Credit Agreement") by and among DSG, certain subsidiaries of DSG as borrowers or guarantors, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent. Pursuant to the Amended and Restated Credit Agreement, the Company's previous credit agreement was amended and restated in its entirety.

The Amended and Restated Credit Agreement provides for (i) a \$200 million senior secured revolving credit facility, with a \$25 million letter of credit sub-facility and a \$10 million swingline loan sub-facility, (ii) a \$250 million senior secured initial term loan facility and (iii) a \$50 million senior secured delayed draw term loan facility. In addition, the Amended and Restated Credit Agreement permits the Company to increase the commitments under the Amended and Restated Credit Agreement from time to time by up to \$200 million in the aggregate, subject to, among other things, the receipt of additional commitments from existing and/or new lenders and pro forma compliance with the financial covenants in the Amended and Restated Credit Agreement. The revolving credit facility is available to be drawn in U.S. dollars, Canadian dollars and any other additional currencies that may be agreed.

On April 1, 2022, in connection with the Mergers, the Company borrowed \$250.0 million of initial term loan facility loans and approximately \$86.0 million of revolving credit facility loans under the Amended and Restated Credit Agreement. These borrowings were used to 1) repay all obligations and refinance the Company's previous credit agreement, 2) repay certain existing indebtedness of TestEquity and Gexpro Services and their respective subsidiaries, 3) pay fees and expenses in connection with the Mergers, and 4) finance the working capital needs and general corporate purposes of the Company.

A \$2.8 million loss on the extinguishment of debt for remaining unamortized deferred financing costs associated with the previous indebtedness was recorded in the second quarter of 2022 in connection with the payoff. The extinguishment is recorded in Loss on extinguishment of debt in the Consolidated Statements of Operations and Comprehensive Income (Loss).

The Amended and Restated Credit Agreement requires that the proceeds of any revolving credit facility loans be used for working capital and general corporate purposes (including, without limitation, permitted acquisitions), and requires that the proceeds of any delayed draw term loan facility be used solely to finance the payment of consideration for (i) the potential acquisition by TestEquity of a certain business that had been previously identified to DSG as a potential acquisition candidate by TestEquity prior to the date of the TestEquity Merger Agreement and (ii) other acquisitions permitted under the Amended and Restated Credit Agreement, and for any fees, costs and expenses incurred in connection therewith. On April 29, 2022, the Company borrowed the \$50.0 million available under the delayed draw term loan facility to finance the acquisition of Interworld Highway, LLC.

As of December 31, 2022, there were \$243.8 million of term loan facility loans outstanding, \$50.0 million of delayed draw term loans outstanding and approximately \$122.0 million of revolving credit facility loans outstanding under the Amended and Restated Credit Agreement. Net of outstanding letters of credit, there was \$77.0 million of borrowing availability under the revolving credit facility as of December 31, 2022. The weighted average interest rate on the outstanding facilities from April 1, 2022 through December 31, 2022 was 5.1%.

The loans under the Amended and Restated Credit Agreement bear interest, at the Company's option, at a rate equal to (i) the Alternate Base Rate or the Canadian Prime Rate (each as defined in the Amended and Restated Credit Agreement), plus, in each case, an additional margin ranging from 0.0% to 1.75% per annum, depending on the total net leverage ratio of the Company and its restricted subsidiaries as of the most recent determination date under the Amended and Restated Credit Agreement or (ii) the Adjusted Term SOFR Rate or the CDOR Rate (each as defined in the Amended and Restated Credit Agreement), plus, in each case, an additional margin ranging from 1.0% to 2.75% per annum, depending on the total net leverage ratio of the Company and its restricted subsidiaries as of the most recent determination date under the Amended and Restated Credit Agreement.

Certain closing fees, arrangement fees, administration fees, commitment fees and letter of credit fees are payable to the lenders and the agents under the Amended and Restated Credit Agreement, including a commitment fee on the daily unused amount of the revolving credit facility that will accrue at a rate ranging from 0.15% to 0.35% per annum, depending on the total net leverage ratio of the Company and its restricted subsidiaries as of the most recent determination date under the Amended and Restated Credit Agreement.



In addition, the Amended and Restated Credit Agreement provides that the delayed draw term loan facility shall accrue a ticking fee at a rate ranging from 0.15% to 0.35% per annum, depending on the total net leverage ratio of the Company and its restricted subsidiaries as of the most recent determination date under the Amended and Restated Credit Agreement, and that such ticking fee shall be payable during the period from the Closing Date to the date on which the lenders' delayed draw term loan facility commitments terminate. The fees outlined above are reported as interest expense and vary depending on the total net leverage ratio as defined in the Amended and Restated Credit Agreement. Fees from the Closing Date through December 31, 2022 were \$0.4 million.

In connection with the Amended and Restated Credit Agreement, deferred financing costs of \$4.0 million were incurred. Deferred financing costs are amortized over the life of the debt instrument and reported as interest expense. As of December 31, 2022, deferred financing costs net of accumulated amortization were \$8.0 million of which \$4.9 million were included in Long-term debt, less current portion, net (related to the senior secured term loan and senior secured delayed draw term loan) and \$3.1 million were included in Other assets (related to the senior secured revolving credit facility) in the Consolidated Balance Sheets.

Each of the loans under the Amended and Restated Credit Agreement matures on April 1, 2027, at which time all outstanding loans, together with all accrued and unpaid interest, must be repaid and the revolving credit facility commitments will terminate. The Company is required to repay principal on the term loans each quarter in the following amounts (subject to potential adjustment): (i) \$3,125,000, in the case of the initial term loan facility, and (ii) an amount equal to 1.25% of the funded delayed draw term loan facility, in the case of the delayed draw term loan facility. The Company is also required to prepay the term loans with the net cash proceeds from any disposition of certain assets (subject to reinvestment rights) or from the incurrence of any unpermitted debt. The Company may borrow, repay and reborrow the revolving loans until April 1, 2027, prepay any of the term loans, and terminate any of the commitments, in whole or in part, at any time without premium or penalty, subject to certain conditions and the reimbursement of certain lender costs in the case of prepayments of certain types of loans.

Subject to certain exceptions as set forth in the Amended and Restated Credit Agreement, the obligations of the Company and its U.S. subsidiaries under the Amended and Restated Credit Agreement are guaranteed by the Company and certain of the Company's U.S. subsidiaries and the obligations of each of the Company's Canadian subsidiaries under the Amended and Restated Credit Agreement are guaranteed by the Company and certain of its U.S. and Canadian subsidiaries.

Subject to certain exceptions as set forth in the Amended and Restated Credit Agreement, the obligations under the Amended and Restated Credit Agreement are secured by a first priority security interest in and lien on substantially all assets of the Company, each other borrower and each guarantor.

The Amended and Restated Credit Agreement contains various affirmative covenants, including financial maintenance covenants requiring the Company to maintain compliance with a consolidated minimum interest coverage ratio and a maximum total net leverage ratio, each determined in accordance with the terms of the Amended and Restated Credit Agreement.

The Company was in compliance with all affirmative and financial covenants as of December 31, 2022.

The Amended and Restated Credit Agreement contains various events of default (subject to exceptions, thresholds and grace periods as set forth in the Amended and Restated Credit Agreement). Under certain circumstances, a default interest rate will apply on all obligations at a rate equal to 2.0% per annum above the applicable interest rate.

## **Previous Credit Agreements**

### *Gexpro Services - January 3, 2022 Gexpro Services Credit Agreement*

On January 3, 2022, Gexpro Services entered into a credit agreement ("2022 Gexpro Services Credit Agreement") with a financial institution under which Gexpro Services obtained an initial \$137 million term loan ("2022 Gexpro Services Term Loan"), a \$25 million revolving line of credit ("2022 Gexpro Services Revolver") and a delayed \$83 million term loan ("2022 Gexpro Services Delayed Term Loan"). The proceeds of the 2022 Gexpro Services Term Loan and 2022 Gexpro Services Delayed Term Loan were used to fund the Resolux acquisition, repay all borrowings under the 2020 Gexpro Services Credit Agreements (as defined below) and seller's promissory note from SIS acquisition (refer to Note 3 – Business Acquisitions for

further details of these acquisitions). In connection with the 2022 Gexpro Services Credit Agreement, deferred financing costs of \$7.4 million were incurred.

*Gexpro Services - February 24, 2020 Gexpro Services Term Loan Credit Agreement*

On February 24, 2020, Gexpro Services entered into a credit agreement ("2020 Gexpro Services Term Loan Credit Agreement") under which Gexpro Services obtained a \$60 million term loan ("2020 Gexpro Services Term Loan"). Also on February 24, 2020, Gexpro Services entered into a credit agreement ("2020 Gexpro Services Revolver Credit Agreement" and together with the 2020 Gexpro Services Term Loan Credit Agreement, "2020 Gexpro Services Credit Agreements") under which Gexpro Services obtained a \$15 million revolving line of credit ("2020 Gexpro Services Revolver"). Availability of the 2020 Gexpro Services Revolver was reduced by issued and outstanding letters of credit, which were limited to \$38.5 million. As of December 31, 2021, there were \$0.7 million outstanding letters of credit and \$37.7 million outstanding on the 2020 Gexpro Services Revolver. A loss on debt extinguishment of \$0.6 million was recorded on January 3, 2022 in connection with the January 3, 2022 Gexpro Services Credit Agreements.

*TestEquity - 2017 TestEquity Credit Agreement*

On April 28, 2017, TestEquity entered into a credit agreement ("2017 TestEquity Credit Agreement") with a financial institution under which TestEquity obtained a \$101 million term loan ("2017 TestEquity Term Loan") and a \$15.0 million revolving line of credit ("2017 TestEquity Revolver"). Availability of the 2017 TestEquity Revolver was reduced by issued and outstanding letters of credit, which were limited to \$2.0 million. There were no outstanding letters of credit as of December 31, 2021 and \$1.0 million outstanding on the revolving line of credit. A loss on debt extinguishment of \$0.2 million was recorded on April 1, 2022 in connection with the April 1, 2022 Amended and Restated Credit Agreement executed in connection with the consummation of the Mergers.

**Note 10 – Stock-Based Compensation**

The Company recorded stock-based compensation expense of \$2.4 million for the year ended December 31, 2022. A portion of the Company's stock-based awards are liability-classified. Accordingly, changes in the market value of the Company's common stock may result in a stock-based benefit in certain periods. A stock-based compensation liability of \$3.3 million as of December 31, 2022 was included in Accrued expenses and other current liabilities in the Consolidated Balance Sheets.

All Lawson stock-based equity compensation awards that were issued and outstanding prior to the Merger Date were treated like they were acquired concurrent with the Mergers in accordance with the acquisition method of accounting for reverse acquisitions. Refer to Note 1 – Nature of Operations and Basis of Presentation for additional information about the Mergers. No stock-based compensation expense was recorded during 2021 and there was no stock-based compensation liability as of December 31, 2021. There were no shares related to stock-based compensation outstanding prior to the Merger Date.

Equity Compensation Plans

On October 17, 2022, the Board of Directors approved and adopted the Distribution Solutions Group, Inc. Equity Compensation Plan, as amended and restated, effective October 17, 2022, and as amended November 10, 2022 (the "Amended and Restated Equity Plan"). The Amended and Restated Equity Plan provides for the grant of nonqualified and incentive stock options, stock awards and stock units to officers and employees of the Company. The Amended and Restated Equity Plan also provides for the grant of option rights and restricted stock to non-employee directors. Non-employee directors are limited to grants of no more than 30,000 shares of common stock in any calendar year and other than non-employee directors are limited to grants of no more than 250,000 shares of common stock in any calendar year. The Amended and Restated Equity Plan is administered by the Compensation Committee of the Board of Directors, or its designee, which as administrator of the plan, has the authority to select plan participants, grant awards, and determine the terms and conditions of the awards. As of December 31, 2022, the Company had approximately 1,222,773 shares of common stock still available under the Amended and Restated Equity Plan.

The Company also has a Stock Performance Rights Plan ("SPR Plan") that provides for the issuance of Stock Performance Rights ("SPRs") that allow non-employee directors, officers and key employees to receive cash awards, subject

to certain restrictions, equal to the appreciation of the Company's common stock. The SPR Plan is administered by the Compensation Committee of the Board of Directors.

### Stock Performance Rights

SPRs entitle the recipient to receive a cash payment equal to the excess of the market value of Company common stock over the SPR exercise price when the SPRs are surrendered. Expense, equal to the fair market value of the SPR at the date of grant and remeasured each reporting period, is recorded ratably over the vesting period. Compensation expense is included in Selling, general and administrative expense in the Consolidated Statements of Operations and Comprehensive Income (Loss). The outstanding SPRs were granted with approximately a seven year life and vest over one to three years beginning on the first anniversary of the date of the grant. The SPRs are liability classified and included in Accrued expenses and other current liabilities in the Consolidated Balance Sheets.

On December 31, 2022, the SPRs outstanding were re-measured at fair value using the Black-Scholes valuation model. This model requires the input of subjective assumptions that may have a significant impact on the fair value estimate. The weighted-average fair value of SPRs outstanding as of December 31, 2022 was \$15.30 per SPR using the following assumptions:

Expected volatility	43.4% to 52.2%
Risk-free rate of return	4.4% to 4.7%
Expected term (in years)	0.5 to 2
Expected annual dividend	\$0

The expected volatility was based on the historic volatility of the Company's stock price commensurate with the expected life of the SPR. The risk-free rate of return reflects the interest rate offered for zero coupon treasury bonds over the expected life of the SPR. The expected life represents the period of time that options granted are expected to be outstanding and was calculated using the simplified method allowed by the SEC, which approximates our historical experience. The estimated annual dividend was based on the recent dividend payout trend.

Compensation expense of \$0.8 million was recorded in Selling, general and administrative expense for the year ended December 31, 2022. Cash in the amount of \$5.2 million was paid for SPR exercises in 2022. A liability of \$2.7 million reflecting the estimated fair value of future pay-outs is included as a component of Accrued expenses and other liabilities in the Consolidated Balance Sheets.

Activity related to the Company's SPRs during the year ended December 31, 2022 was as follows:

	Number of SPRs	Weighted Average Exercise Price
Outstanding on December 31, 2021	—	\$ —
Shares acquired concurrent with Mergers	575,536	26.66
Exercised	(399,352)	28.75
Outstanding on December 31, 2022	<u>176,184</u>	15.30
Exercisable on December 31, 2022	176,184	15.30

The SPRs outstanding had an intrinsic value of \$2.2 million as of December 31, 2022. All SPRs for plan participants were fully vested prior to the Mergers, as such, there is no unrecognized compensation associated with any SPRs.

At December 31, 2022, the weighted average remaining contractual term was 2.1 years for all outstanding SPRs.

Restricted Stock Awards

Restricted stock awards ("RSAs") generally vest over a one to three year period beginning on the first anniversary of the date of the grant. Upon vesting, the vested restricted stock awards are exchanged for an equal number of the Company's common stock. The participants have no voting or dividend rights with the restricted stock awards. The restricted stock awards are valued at the closing price of the common stock on the date of grant and the expense is recorded ratably over the vesting period.

Compensation expense of \$0.8 million related to the RSAs was recorded in Selling, general and administrative expenses in the Consolidated Statements of Operations and Comprehensive Income (Loss) for 2022. Activity related to the Company's RSAs during the year ended December 31, 2022 was as follows:

	<b>Restricted Stock Awards</b>
Outstanding on December 31, 2021	—
Shares acquired concurrent with Mergers	63,429
Granted	14,504
Exchanged for common shares	(21,346)
Outstanding on December 31, 2022	<u>56,587</u>

As of December 31, 2022, there was \$1.1 million of total unrecognized compensation cost related to RSAs that will be recognized over a weighted average period of 1.2 years. The awards granted in 2022 had a weighted average grant date fair value of \$37.49 per share.

Market Stock Units

Market Stock Units ("MSUs") are exchangeable for between 0% to 150% of the Company's common shares at the end of the vesting period based on the trailing 60-day average closing price of the Company's common stock. The value of the MSUs was determined using a geometric brownian motion model that, based on certain variables, generates a large number of random trials simulating the price of the Company common stock over the measurement period. Expense of \$0.3 million related to MSUs was recorded in Selling, general and administrative expenses in the Consolidated Statements of Operations and Comprehensive Income (Loss) during the year ended December 31, 2022. Activity related to the Company's MSUs during 2022 was as follows:

	<b>Number of Market Stock Units</b>	<b>Maximum Shares Potentially Issuable</b>
Outstanding on December 31, 2021	—	—
Shares acquired concurrent with Mergers	118,057	168,156
Cancelled	(17,109)	(25,664)
Exchanged for common shares	(19,480)	(25,199)
Outstanding on December 31, 2022	<u>81,468</u>	<u>117,293</u>

## Stock Options

Stock options vest through the fifth anniversary from the grant date. Each option can be exchanged for one share of the Company's common stock at the stated exercise price. Upon vesting, stock options are recognized as a component of equity. Activity related to the Company's stock options during the year ended December 31, 2022 was as follows:

	Number of Stock Options	Weighted Average Exercise Price
Outstanding on December 31, 2021	—	\$ —
Shares acquired concurrent with Mergers	80,000	27.70
Granted	248,000	85.75
Exercised	(40,000)	41.38
Outstanding on December 31, 2022	<u>288,000</u>	<u>77.59</u>
Exercisable on December 31, 2022	<u>40,000</u>	<u>27.01</u>

Compensation expense of \$0.3 million was recorded in Selling, general and administrative expense for the year ended December 31, 2022. Unrecognized compensation related to stock options as of December 31, 2022 was \$2.0 million, which is expected to be recognized over a weighted-average period of 2.7 years. There were 248,000 unvested and 40,000 fully vested stock options outstanding on December 31, 2022 with a weighted average exercise price of \$27.01.

The grant date fair value of the stock options issued for the year ended December 31, 2022 was estimated using a Black-Scholes valuation model. The weighted average fair value assumptions used in the model were as follows:

Expected volatility	43.7% to 44.6%
Risk-free rate of return	2.7% to 3.1%
Expected term (in years)	6.5 years
Expected annual dividend	\$0

The expected volatility was based on the historic volatility of the Company's stock price commensurate with the expected life of the stock options. The risk-free rate of return reflects the interest rate offered for zero coupon treasury bonds over the expected life of the stock options. The expected life represents the period of time that options granted are expected to be outstanding and was calculated using the simplified method allowed by the SEC, which approximates our historical experience. The estimated annual dividend was based on the recent dividend payout trend.

## Performance Awards

Performance Awards ("PAs") are exchangeable for between 0% to 150% of the Company's common shares, or the equivalent amount in cash, based upon the achievement of certain financial performance metrics at the end of the vesting period. The PAs are liability classified and included in Accrued expenses and other current liabilities in the Consolidated Balance Sheets. Expense of \$0.2 million related to the PAs was recorded in Selling, general and administrative expenses in the Consolidated Statements of Operations and Comprehensive Income (Loss) for 2022. Unrecognized compensation related to PAs as of December 31, 2022 was \$0.2 million, which is expected to be recognized over a weighted-average period of 1.0 year.

Activity related to the Company's PAs during the year ended December 31, 2022 was as follows:

	Number of Performance Awards	Maximum Shares Potentially Issuable
Outstanding on December 31, 2021	—	—
Shares acquired concurrent with Mergers	23,341	35,012
Exercised	(1,428)	(2,142)
Outstanding on December 31, 2022	<u>21,913</u>	<u>32,870</u>

#### Note 11 – Stock Repurchase Program

In 2019, the Board of Directors authorized a program pursuant to which the Company was authorized to repurchase up to \$7.5 million of Company common stock from time to time in open market transactions, privately negotiated transactions or by other methods. On November 2, 2022, the Board of Directors increased the existing repurchase program from \$7.5 million to \$12.5 million.

During 2022, the Company repurchased 54,089 shares of Company common stock at an average cost of 35.86 per share for a total cost of \$1.9 million. No shares were repurchased during the year ended December 31, 2021. The remaining availability for stock repurchases under the program was \$7.6 million at December 31, 2022.

#### Note 12 – Earnings Per Share

As a result of the Mergers discussed in Note 1 – Nature of Operations and Basis of Presentation, all historical per share data and number of shares and numbers of equity awards were retroactively adjusted. The following table provides the computation of basic and diluted earnings per share:

(in thousands, except share and per share data)	December 31,	
	2022	2021
<b>Basic income per share:</b>		
Net income (loss)	\$ 7,406	\$ (5,052)
Basic weighted average shares outstanding	17,145,935	10,246,294
Basic income (loss) per share of common stock	<u>\$ 0.43</u>	<u>\$ (0.49)</u>
<b>Diluted income per share:</b>		
Net income (loss)	\$ 7,406	\$ (5,052)
Basic weighted average shares outstanding	17,145,935	10,246,294
Effect of dilutive securities	397,361	—
Diluted weighted average shares outstanding	17,543,296	10,246,294
Diluted income (loss) per share of common stock	<u>\$ 0.42</u>	<u>\$ (0.49)</u>
Anti-dilutive securities excluded from the calculation of diluted income per share	248,000	313,355

#### Note 13 – Income Taxes

Income from operations before income taxes consisted of the following:

(in thousands)	Year Ended December 31,	
	2022	2021
United States	\$ 910	\$ (6,548)
Foreign	12,027	1,809
Total	<u>\$ 12,937</u>	<u>\$ (4,739)</u>

Provision (benefit) for income taxes from operations consisted of the following:

(in thousands)	Year Ended December 31,	
	2022	2021
<b>Current income tax expense:</b>		
U.S. federal	\$ 4,011	\$ 3,106
U.S. state	869	806
Foreign	3,057	400
Total	\$ 7,937	\$ 4,312
<b>Deferred income tax expense (benefit):</b>		
U.S. federal	\$ (947)	\$ (3,324)
U.S. state	(73)	(529)
Foreign	(1,386)	(146)
Total	\$ (2,406)	\$ (3,999)
<b>Total income tax expense (benefit):</b>		
U.S. federal	\$ 3,063	\$ (218)
U.S. state	796	277
Foreign	1,672	254
Total	\$ 5,531	\$ 313

The reconciliation between the effective income tax rates and the statutory federal rates for operations are as follows:

	Year Ended December 31,	
	2022	2021
Statutory Federal rate	21.0 %	21.0 %
Increase (decrease) resulting from:		
Change in valuation allowance - current period activity	1.3	(5.5)
Foreign rate differential	4.0	3.8
Stock compensation	(0.5)	—
State and local taxes, net	4.5	(4.6)
Meals & entertainment	1.4	(0.7)
Change in uncertain tax positions	(2.9)	—
GILTI, Section 78, FDII, and Section 250	3.2	(3.3)
Transaction costs	8.3	(16.1)
Earn Out Revaluation	0.8	—
Other items, net	1.7	(1.2)
Provision for income taxes	42.8 %	(6.6)%

The effective tax rate for the year ended December 31, 2022 was 42.8% compared to a (6.6)% effective tax rate for the year ended December 31, 2021. The change in the year over year effective tax rate was primarily due to changes in the valuation allowance and merger costs incurred during 2022, and the creation of a consolidated group for federal income tax purposes as a result of the completion of the Mergers referenced in Note 3 – Business Acquisitions. Relative to the U.S. statutory rate, the effective tax rate for the year ended December 31, 2022 was impacted by state taxes, foreign operations and liabilities and transaction expenses related to the Mergers.

At December 31, 2022, the Company had \$24.2 million of U.S. federal net operating loss carryforwards which are subject to expiration beginning in 2026 and \$28.7 million of various state net operating loss carryforwards which expire at varying dates between 2023 and 2034.

Deferred income tax assets and liabilities contain the following temporary differences:

(in thousands)	December 31,	
	2022	2021
<b>Deferred tax assets:</b>		
Federal & state NOL carryforward	\$ 8,218	\$ 8,646
Research & other credits	—	281
Inventory reserve	6,990	4,059
Transaction costs	1,620	1,179
Reserves and accruals	—	464
Stock based compensation	2,531	510
Accrued benefits & bonuses	7,074	1,218
Bad debt reserve	496	726
Section 163(j) limitation carryforward	7,692	5,232
ROU liabilities	11,947	5,410
Deferred state income tax	745	93
Deferred revenue	86	124
Other	2,822	81
Total deferred tax assets	50,221	28,023
<b>Deferred tax liabilities:</b>		
Intangible assets and goodwill	45,951	16,006
ROU asset	11,295	5,117
Fixed assets	15,617	6,685
Deferred state income tax	—	119
Other	188	—
Total deferred liabilities	73,051	27,927
<b>Net deferred tax liabilities before valuation allowance</b>	(22,830)	96
Valuation allowance	(815)	(638)
<b>Net deferred tax liabilities</b>	\$ (23,645)	\$ (542)

Earnings from the Company's foreign subsidiaries are considered to be indefinitely reinvested. A distribution of these non-U.S. earnings in the form of dividends or otherwise would subject the company to foreign withholding taxes and may subject the Company to U.S. federal and state taxes. Determination of the amount of unrecognized deferred tax liability related to indefinitely reinvested profits is not feasible primarily due the Company's legal entity structure and the complexity of U.S. tax laws.

Global Intangible Low Taxed Income (GILTI) is a deemed amount of income derived from controlled foreign corporations (CFCs) in which a U.S. person is a 10% direct or indirect shareholder. The Company owns numerous CFCs, which are subject to GILTI inclusion. However, because several of the CFCs operate in countries with a high tax rate, notably Canada, Denmark and Mexico, it was determined that a Section 954 High Tax Exception to GILTI inclusions is appropriate.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

(in thousands)	December 31,	
	2022	2021
Balance at beginning of year	\$ —	\$ —
Additions for tax positions of current year	191	—
Additions for tax positions of prior years	3,741	—
Reductions for tax positions of prior year	(238)	—
Lapse of statute of limitations	(667)	—
Balance at end of year	\$ 3,027	\$ —



The recognition of the unrecognized tax benefits would have a favorable effect on the effective tax rate. The unrecognized tax benefits as of December 31, 2022 include \$2.4 million of tax benefits that, if recognized, would result in adjustments to other tax accounts, primarily deferred taxes. It is reasonably possible that an additional reduction of up to \$0.8 million of unrecognized tax benefits may occur within the next twelve months, a portion of which would impact our effective tax rate. The actual amount could vary due to the uncertainty of both timing and resolution of income tax examinations. The unrecognized tax benefits are recorded as a component of Other liabilities in the Consolidated Balance Sheets. Interest and penalties related to unrecognized tax benefits are recorded as a component of Income tax expense in the Consolidated Statements of Operations and Comprehensive Income (Loss). Including the impact of interest and the impact of net operating losses, the unrecognized tax benefit was \$3.0 million and \$0.0 million as of December 31, 2022 and December 31, 2021, respectively, which is recorded in Other liabilities on the Consolidated Balance Sheets.

The Company and its subsidiaries are subject to U.S. federal income tax as well as income tax of multiple state and foreign jurisdictions. As of December 31, 2022, the Company was subject to U.S. federal income tax examinations for the years 2019 through 2021 and income tax examinations from various other jurisdictions for the years 2015 through 2021.

#### **Note 14 – Segment Information**

As a result of the Mergers described in Note 1 – Nature of Operations and Basis of Presentation, the Company evaluated its operational, reporting and management structures and identified three reportable segments based on the nature of the products and services and type of customer for those products and services. A description of our reportable segments is as follows:

- Lawson is a distributor of specialty products and services to the industrial, commercial, institutional and government maintenance, repair and operations market.
- TestEquity is a distributor of test and measurement equipment and solutions, electronic production supplies, and tool kits from its leading manufacturer partners supporting the technology, aerospace, defense, automotive, electronics, education, and medical industries.
- Gexpro Services is a global supply chain solutions provider, specializing in developing and implementing vendor managed inventory and kitting programs to high-specification manufacturing customers.

The Company also identified an “All Other” category which includes unallocated DSG holding company costs that are not directly attributable to the ongoing operating activities of our reportable segments and includes the inconsequential results of the Bolt Supply House (“Bolt”) non-reportable segment. Revenue within the All Other category represent the results of Bolt. Bolt generates revenue primarily from the sale of MRO products to its walk-up customers and service to its customers through their 14 branch locations. Bolt does not provide VMI services for its customers or provide services in addition to product sales to customers. Revenue is recognized at the time that control of the product has been transferred to the customer which is either upon delivery or shipment depending on the terms of the contract.

Financial information for the Company's segments is presented below.

(in thousands)	Year Ended December 31,	
	2022	2021
<b>Revenue</b>		
Lawson <sup>(1)</sup>	\$ 324,783	\$ —
TestEquity	392,358	264,161
Gexpro Services	385,326	256,129
All Other <sup>(2)</sup>	48,955	—
Total revenue	<u>\$ 1,151,422</u>	<u>\$ 520,290</u>
<b>Operating income (loss)</b>		
Lawson <sup>(1)</sup>	\$ 6,536	\$ —
TestEquity	11,375	329
Gexpro Services	21,291	11,092
All Other <sup>(2)</sup>	2,584	—
Total operating income (loss)	<u>\$ 41,786</u>	<u>\$ 11,421</u>

<sup>(1)</sup> Includes the operating results of Lawson only subsequent to the Merger Date of April 1, 2022 and not Lawson operating results prior to the Mergers.

<sup>(2)</sup> Includes the operating results of All Other only subsequent to the Merger Date of April 1, 2022 and not All Other operating results prior to the Mergers.

Long-lived assets, which includes property and equipment, rental equipment, goodwill, intangibles, right of use assets, and other assets, were as follows:

(in thousands)	December 31,	
	2022	2021
<b>Long-lived assets by segment</b>		
Lawson	\$ 324,732	\$ —
TestEquity	201,919	152,144
Gexpro Services	152,720	102,890
All Other	40,696	—
Total	<u>\$ 720,067</u>	<u>\$ 255,034</u>
<b>Long-lived assets by geographic area</b>		
United States	\$ 580,870	\$ 236,933
Canada	70,561	7,582
Europe	67,957	9,863
Pacific Rim	—	—
Latin America	679	656
Other	—	—
Total	<u>\$ 720,067</u>	<u>\$ 255,034</u>

Refer to Note 4 – Revenue Recognition for disaggregated revenue by geographic area.

Capital expenditures and depreciation and amortization by segment were as follows:

(in thousands)	Year Ended December 31,	
	2022	2021
<b>Capital expenditures</b>		
Lawson <sup>(1)</sup>	\$ 3,737	\$ —
TestEquity	250	169
Gexpro Services	3,809	2,857
All Other <sup>(2)</sup>	511	—
<b>Total</b>	<b>\$ 8,307</b>	<b>\$ 3,026</b>
<b>Depreciation and amortization</b>		
Lawson <sup>(1)</sup>	\$ 10,594	\$ —
TestEquity	17,480	13,784
Gexpro Services	15,175	4,899
All Other <sup>(2)</sup>	1,937	—
<b>Total</b>	<b>\$ 45,186</b>	<b>\$ 18,683</b>

<sup>(1)</sup> Includes Lawson's activities only subsequent to the Merger Date of April 1, 2022 and not prior to the Mergers.

<sup>(2)</sup> Includes the activities of All Other only subsequent to the Merger Date of April 1, 2022 and not prior to the Mergers.

## Note 15 – Commitments and Contingencies

### Shareholder Lawsuits

In February 2022, three purported DSG stockholders made demands pursuant to Section 220 of the Delaware General Corporation Law to inspect certain books and records of DSG (collectively, the “Books and Records Demands”). One stated purpose of the Books and Records Demands was to investigate questions of director disinterestedness and independence and the alleged possibility of wrongdoing, mismanagement and/or material non-disclosure related to the Special Committee’s and the DSG board of directors’ approval of the Mergers. On March 16, 2022, one of the purported DSG stockholders who previously made a Books and Records Demand filed a lawsuit entitled Robert Garfield v. Lawson Products, Inc., Case No. 2022-0252, in the Court of Chancery of the State of Delaware against DSG (the “Garfield Action”). On March 22, 2022, another of the purported DSG stockholders who previously made a Books and Records Demand filed a lawsuit entitled Jeffrey Edelman v. Lawson Products, Inc., Case No. 2022-0270, in the Court of Chancery of the State of Delaware against DSG (the “Edelman Action”). The Garfield Action and the Edelman Action, which were consolidated and re-captioned as Lawson Products, Inc. Section 220 Litigation, Case No. 2022-0270, are collectively referred to as the “Books and Records Actions.” The Books and Records Actions sought to compel inspection of certain books and records of DSG to investigate questions of director disinterestedness and independence and the alleged possibility of wrongdoing, mismanagement and/or material non-disclosure related to the Special Committee’s and the DSG board of directors’ approval of the Mergers. Following briefing, the Delaware Court of Chancery held a trial on July 14, 2022 to adjudicate the Books and Records Actions. At the conclusion of the trial, the Court ruled orally that the stockholders’ demands would be granted only in one respect (production of documents sufficient to show the identities of any guarantors of debt of the acquired companies) and the Court denied the remainder of the stockholders’ requests. The Court’s ruling was memorialized in an order issued on July 20, 2022. Thereafter, DSG produced excerpts of certain documents as required by the Court’s ruling and subsequent order.

On October 3, 2022, the plaintiffs in the Books and Records Actions filed a shareholder derivative action (the “Derivative Action”) entitled Jeffrey Edelman and Robert Garfield v. John Bryan King et al., Case No. 2022-0886, in the Court of Chancery of the State of Delaware. The Derivative Action names as defendants J. Bryan King, Lee S. Hillman, Bianca A. Rhodes, Mark F. Moon, Andrew B. Albert, I. Steven Edelson and Ronald J. Knutson (collectively, “Director and Officer Defendants”), and LKCM Headwater Investments II, L.P., LKCM Headwater II Sidecar Partnership, L.P., Headwater Lawson Investors, LLC, PDLP Lawson, LLC, LKCM Investment Partnership, L.P., LKCM Micro-Cap Partnership, L.P., LKCM Core Discipline, L.P. and Luther King Capital Management Corporation (collectively, the “LKCM Defendants”). Purporting to act on behalf of DSG, in the Derivative Action the plaintiffs allege, among other things, various claims of alleged breach of fiduciary duty against the Director and Officer Defendants and the LKCM Defendants in connection with the Mergers. The Derivative Action seeks, among other things, money damages, equitable relief and the costs of the Derivative Action, including reasonable attorneys’, accountants’ and experts’ fees. On October 24, 2022, the plaintiffs

voluntarily dismissed PDLP Lawson, LLC and LKCM Investment Partnership, L.P. from the Derivative Action without prejudice.

DSG disagrees with and intends to vigorously defend against the Derivative Action. The Derivative Action could result in additional costs to DSG, including costs associated with the indemnification of directors and officers. At this time, DSG is unable to predict the ultimate outcome of the Derivative Action or, if the outcome is adverse, to reasonably estimate an amount or range of reasonably possible loss, if any, associated with the Derivative Action. Accordingly, no amounts have been recorded in the consolidated financial statements for these matters. No assurance can be given that additional lawsuits will not be filed against DSG and/or its directors and officers and/or other persons or entities in connection with the Mergers.

### **Environmental Matter**

In 2012, it was determined a Company owned site in Decatur, Alabama, contained hazardous substances in the soil and groundwater as a result of historical operations prior to the Company's ownership. The Company retained an environmental consulting firm to further investigate the contamination, prepare a remediation plan, and enroll the site in the Alabama Department of Environmental Management ("ADEM") voluntary cleanup program.

A remediation plan was approved by ADEM in 2018. The plan consists of chemical injections throughout the affected area, as well as subsequent monitoring of the area. The injection process was completed in the first quarter of 2019 and the environmental consulting firm is monitoring the affected area. At December 31, 2022 the Company had less than \$0.1 million accrued for potential monitoring costs included in Accrued expenses and other current liabilities in the Consolidated Balance Sheets. The costs for future monitoring are not significant and have been fully accrued. The Company does not expect to capitalize any amounts related to the remediation plan.

### **Defined Contribution Plan**

The Company provides a 401(k) defined contribution plan to allow employees a pre-tax investment vehicle to save for retirement. The Company made contributions to the 401(k) plan of \$5.5 million and \$1.7 million for the years ended December 31, 2022 and 2021, respectively.

### **Purchase Commitments**

The Company enters into inventory purchase commitments with third parties in the ordinary course of business. As of December 31, 2022, we had contractual commitments to purchase approximately \$168 million of product from our suppliers and contractors which is expected to be paid in the next twelve months.

### **Note 16 – Related Party Transactions**

#### **Management Services Agreements**

Prior to the Mergers, a subsidiary of TestEquity was party to a management agreement with Luther King Capital Management Corporation ("LKCM") for certain advisory and consulting services (the "TestEquity Management Agreement"), and a subsidiary of Gexpro Services was party to a management agreement with LKCM for certain advisory and consulting services (the "Gexpro Services Management Agreement"). In connection with the closing of the Mergers on April 1, 2022, (i) all of the TestEquity subsidiary's rights, liabilities and obligations under the TestEquity Management Agreement were novated to, transferred to and assumed by the TestEquity Equityholder, and LKCM released the TestEquity subsidiary from all obligations and claims under the TestEquity Management Agreement, and (ii) all of the Gexpro Services subsidiary's rights, liabilities and obligations under the Gexpro Services Management Agreement were novated to, transferred to and assumed by the Gexpro Services Stockholder, and LKCM released the Gexpro Services subsidiary from all obligations and claims under the Gexpro Services Management Agreement (collectively, the "Novations"). During the first three months of 2022, expense of \$0.5 million was recorded within Selling, general and administrative expenses within the Consolidated Statements of Operations and Comprehensive Income (Loss), reflecting expenses accrued under these management agreements from January 1, 2022 through the April 1, 2022 Merger Date. As of December 31, 2021, \$4.8 million was included in Accrued expenses and other current liabilities in the Consolidated Balance Sheets in connection with these management agreements. As of April 1, 2022, the prior obligation of \$5.3 million was effectively settled in connection with the Mergers and considered to be a deemed equity contribution by LKCM recorded to additional paid in

capital. As a result of the Novations, no additional expense under these management agreements has been incurred subsequent to the Mergers.

### **Consulting Services**

Subsequent to the Mergers, individuals employed by LKCM Headwater Operations, LLC, a related party of Luther King Capital Management Corporation (“LKCM”), have provided the Company with certain consulting services in order to identify cost savings, revenue enhancements and operational synergies of the combined companies. As of December 31, 2022 expense of \$0.2 million was recorded within Selling, general and administrative expenses within the Consolidated Statements of Operations and Comprehensive Income (Loss), reflecting expenses accrued for these consulting services.

### **TestEquity and Gexpro Services Mergers**

Immediately prior to the Mergers, entities affiliated with Luther King Capital Management Corporation (“LKCM”) and J. Bryan King (the Chairman of the DSG board of directors), including private investment partnerships for which LKCM serves as investment manager, owned a majority of the ownership interests in the TestEquity Equityholder (which in turn owned all of the outstanding equity interests of TestEquity as of immediately prior to the completion of the TestEquity Merger). As of the Merger Date, Mr. King was a director of the TestEquity Equityholder. In addition, as of the Merger Date, Mark F. Moon (a member of the DSG board of directors) was a director of, and held a direct or indirect equity interest in, the TestEquity Equityholder.

Immediately prior to the Mergers, entities affiliated with LKCM and Mr. King, including private investment partnerships for which LKCM serves as investment manager, owned a majority of the ownership interests in the Gexpro Services Stockholder (which in turn owned all of the then outstanding stock of Gexpro Services).

Immediately prior to the Mergers, entities affiliated with LKCM and Mr. King owned approximately 48% of the shares of DSG common stock then outstanding.

As a result of and after the consummation of the Mergers, entities affiliated with LKCM and J. Bryan King (the Chairman of the DSG board of directors) owned in the aggregate approximately 14,640,000 shares of DSG common stock as of the Merger Date, which shares represented approximately 75% of the shares of DSG common stock then outstanding after giving effect to the issuance of shares as of the Merger Date in connection with the consummation of the Mergers. Such aggregate share amount does not include any of the up to 700,000 additional shares of DSG common stock or any of the up to 1,000,000 additional shares of DSG common stock potentially issuable to the TestEquity Equityholder and the Gexpro Services Stockholder, respectively, in accordance with the earnout provisions of the TestEquity Merger Agreement and the Gexpro Services Merger Agreement, respectively, summarized in Note 1 – Nature of Operations and Basis of Presentation.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES.**

### **Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our senior management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this annual report (“the Evaluation Date”). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded as of the Evaluation Date that our disclosure controls and procedures were not effective as of December 31, 2022, because of the identified material weakness in internal control over financial reporting described below.

On April 1, 2022, Lawson merged with TestEquity and Gexpro Services, thereby expanding our business operations and geographic scope as the newly formed Distribution Solutions Group. We have experienced several complex and non-routine accounting transactions. As indicated below, in Management’s Annual Report on Internal Control over Financial Reporting, management’s assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of TestEquity and Gexpro Services due to the timing of the reverse mergers.

### **Management’s Report on Internal Control over Financial Reporting**

Company management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company as defined in Rule 13a-15(f) under the Exchange Act. This system, which management has chosen to base on the framework set forth in the 2013 Internal Control-Integrated Framework, published by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”), is under the supervision of our Chief Executive Officer and Chief Financial Officer, is effected by the Company’s board of directors, management and other personnel, and is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

The Company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and the directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance and may not prevent or detect misstatements. Further, because of changes in conditions, effectiveness of internal controls over financial reporting may vary over time.

The Company has excluded TestEquity and Gexpro Services from the scope of management’s report on internal control over financial reporting, representing approximately 56% and 28% of total assets and net assets, respectively, as of December 31, 2022 and 68% and 37% of revenue and net income, respectively, for the year then ended.

In connection with the preparation of our consolidated financial statements as of December 31, 2022, we identified a material weakness in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

As a result of our expanding business operations, primarily related to our merger in April 2022, we have experienced an increase in complex and non-routine accounting transactions and control activities necessary to properly present consolidated

results. Specifically, in our TestEquity operating segment, we did not have sufficient technical accounting resources and personnel (i) to help ensure proper application of U.S. GAAP in the accounting for certain areas primarily related to accounting for business acquisitions and the disposal of rental equipment, or (ii) to effectively design and execute our process level controls around (a) revenue recognition, (b) account reconciliations, (c) accounting policies, and (d) proper segregation of duties. Although these control deficiencies did not result in any material misstatement of our consolidated financial statements, it could lead to a material misstatement of account balances or disclosures. Accordingly, management has concluded that these control deficiencies constitute a material weakness at December 31, 2022.

Management has further concluded that, in light of the material weakness described above, we did not maintain effective internal control over financial reporting as of December 31, 2022, based on the criteria set forth in “Internal Control—Integrated Framework” issued by COSO.

Our independent registered public accounting firm, BDO USA, LLP, which has audited and reported on our financial statements, issued an attestation report regarding our internal control over financial reporting as of December 31, 2022. As a result of the material weakness described above, such report includes an adverse audit report on the effectiveness of internal control over financial reporting as of December 31, 2022.

### **Management’s Plan for Remediation**

Management has identified the steps necessary to remediate the material weakness:

#### *Accounting Expertise and Personnel*

- Management is assessing the accounting function and is planning to hire additional accounting personnel to improve the accounting capabilities and capacity, and to ensure internal control activities are maintained and performed.

#### *Accounting Policies and Controls*

- Management has expanded our training related to internal controls to include workshops designed to improve control awareness and educate all applicable personnel at the business unit level on internal control topics.
- Management has designed and implemented controls over the review of the accuracy and completeness of inputs provided to and outputs provided by third-party specialists, including the memorialization of accounting treatment conclusions for acquisitions.
- Management will strengthen accounting policies, specifically within complex, non-routine transactions, revenue recognition and accounting for business acquisitions, and verify procedures against U.S. GAAP.
- Management will design and implement entity level monitoring controls to support the review and preparation of complete and accurate financial information.

#### *Segregation of Duties*

- Management has evaluated logical access and eliminated known segregation of duties conflicts.
- Management has designed and is in the process of implementing periodic logical access review controls to monitor user access and proper segregation of duties.

We believe that a remediation plan incorporating the measures described above will remediate the material weakness identified and strengthen our internal control over financial reporting. We will continue to review our financial reporting controls and procedures. As we finalize and implement the remediation plan outlined above, we may also identify additional measures to address the material weakness or modify certain of the remediation procedures described above. We also may implement additional changes to our internal control over financial reporting as may be appropriate in the course of remediating the material weakness. Management will continue to take steps to remedy the material weakness to reinforce the overall design and capability of our control environment.

### **Inherent Limitations on Effectiveness of Controls**

A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system’s objectives will be met. Because of its inherent limitations, internal control over financial reporting may

not prevent or detect all control issues or misstatements, accordingly, our controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our control system are met. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become adequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.



## **Report of Independent Registered Public Accounting Firm**

Shareholders and Board of Directors  
Distribution Solutions Group, Inc.  
Chicago, Illinois

### **Opinion on Internal Control over Financial Reporting**

We have audited Distribution Solutions Group, Inc.'s (the "Company's") internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, the Company did not maintain, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

We do not express an opinion or any other form of assurance on management's statements referring to any corrective actions taken by the Company after the date of management's assessment.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheet of the Company as of December 31, 2022, the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows for the year ended December 31, 2022, and the related notes and our report dated March 14, 2023 expressed an unqualified opinion thereon.

### **Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

As indicated in the accompanying Item 9A, Management's Report on Internal Control over Financial Reporting, as a result of the mergers between Lawson Products, Inc. ("Lawson"), TestEquity Acquisition, LLC ("TestEquity") and 301 HW Opus Holdings, Inc. ("Gexpro Services") on April 1, 2022, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of TestEquity and Gexpro Services, which are included in the consolidated balance sheet of the Company as of December 31, 2022, and the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows for the year then ended. Combined, TestEquity and Gexpro Services constituted 56% and 28% of total assets and net assets, respectively, as of December 31, 2022, and 68% and 37% of revenue and net income, respectively, for the year then ended. Management did not assess the effectiveness of internal control over financial reporting of TestEquity and Gexpro Services because of the timing of the merger which was completed on April 1, 2022. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of TestEquity and Gexpro Services.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. A material weakness regarding management's failure to have sufficient technical accounting resources and personnel at TestEquity to design and maintain controls over i) business combinations, ii) disposal of rental equipment, iii) revenue recognition, iv) account reconciliations, v) accounting policies and vi) segregation of duties has been identified and described in management's assessment. This material weakness was considered in determining the

nature, timing, and extent of audit tests applied in our audit of the 2022 financial statements, and this report does not affect our report dated March 14, 2023 on those financial statements.

### **Definition and Limitations of Internal Control over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/BDO USA, LLP

Chicago, Illinois  
March 14, 2023

**Changes in Internal Controls**

The Mergers that were completed on April 1, 2022, had a material impact on the financial position, results of operations, and cash flows of the combined company. We have implemented new processes and internal controls as a result of the Mergers to assist us in the preparation and disclosure of financial information. Other than as discussed above, there were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act, during our most recently completed fiscal quarter that materially affected or are reasonably likely to materially affect our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION.**

None.

**ITEM 9C. DISCLOSURES REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.**

None.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.**

**a. Directors**

The information required by this Item is set forth in the Company's Proxy Statement for the Annual Meeting of Stockholders to be held on May 19, 2023, under the caption "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance," which information is incorporated herein by reference.

**b. Executive Officers**

The information required by this Item is set forth under the caption Item 1 — *Business* under "Information About Our Executive Officers."

**c. Audit Committee**

Information on the Company's Audit Committee is contained under the caption "Board of Directors Meetings and Committees" in the Company's Proxy Statement for the Annual Meeting of Stockholders to be held on May 19, 2023, which is incorporated herein by reference.

The Board of Directors has determined that Lee Hillman, member of the Audit Committee of the Board of Directors, qualifies as an "audit committee financial expert" as defined in Item 407(d)(5)(ii) of Regulation S-K, and that Mr. Hillman is "independent" as the term is defined in the listing standards of the Nasdaq Global Select Market.

**d. Code of Business Conduct**

The Company has adopted a Code of Business Conduct applicable to all employees and sales representatives. The Company's Code of Business Conduct is applicable to senior financial executives including the principal executive officer, principal financial officer and principal accounting officer of the Company. The Company's Code of Business Conduct is available on the Corporate Governance page in the Investor Relations section of the Company's website at <http://www.distributionsolutionsgroup.com>. The Company intends to post on its website any amendments to, or waivers from its Code of Business Conduct applicable to senior financial executives. The Company will provide any persons with a copy of its Code of Business Conduct without charge upon written request directed to the Company's Secretary at the Company's address.

**ITEM 11. EXECUTIVE COMPENSATION.**

The information required by this Item is set forth in the Company's Proxy Statement for the Annual Meeting of Stockholders to be held on May 19, 2023, under the caption "Remuneration of Executive Officers," which information is incorporated herein by reference.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.**

The information required by this Item is set forth in the Company's Proxy Statement for the Annual Meeting of Stockholders to be held on May 19, 2023 under the caption "Securities Beneficially Owned by Principal Stockholders and Management" which information is incorporated herein by reference.

**Equity Compensation Plan Information**

The following table provides information as of December 31, 2022 regarding the number of shares of common stock that were available for issuance under the Company's equity compensation plans which are described in greater detail in Note 10 – Stock-Based Compensation in Item 8. Financial Statements.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by stockholders			
Stock options	288,000	77.59	
Other stock units <sup>(1)</sup>	206,750	N/A	
Equity compensation plans not approved by stockholders	—	—	—
Total	494,750	\$77.59	1,222,773

<sup>(1)</sup> Includes potential common stock issuance of 56,587 from restricted stock awards, 117,293 from market stock units and 32,870 from performance awards.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.**

The information required by this Item is set forth in the Company's Proxy Statement for the Annual Meeting of Stockholders to be held on May 19, 2023 under the caption "Election of Directors" and "Certain Relationships and Related Transactions" which information is incorporated herein by reference.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.**

The information required under this Item is set forth in the Company's Proxy Statement for the Annual Meeting of Stockholders to be held on May 19, 2023 under the caption "Fees Paid to Independent Auditors" which information is incorporated herein by reference.

## PART IV

### ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES.

- (a) (1) See Index to Financial Statements in Item 8 on page 39.
- (2) All other financial statement schedules are omitted because they are inapplicable, not required under the instructions, or the information is reflected in the financial statements or notes thereto.
- (3) Exhibits:

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
<a href="#"><u>2.1†</u></a>	<a href="#"><u>Agreement and Plan of Merger, dated as of December 29, 2021, by and among LKCM TE Investors, LLC, TestEquity Acquisition, LLC, Lawson Products, Inc. and Tide Sub, LLC, incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed January 4, 2022.</u></a>
<a href="#"><u>2.2†</u></a>	<a href="#"><u>Agreement and Plan of Merger, dated as of December 29, 2021, by and among 301 HW Opus Investors, LLC, 301 HW Opus Holdings, Inc., Lawson Products, Inc. and Gulf Sub, Inc., incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K (File No. 000-10546) filed January 4, 2022.</u></a>
<a href="#"><u>3.1</u></a>	<a href="#"><u>Amended and Restated Certificate of Incorporation of the Company, as amended by the Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company effective as of May 5, 2022, incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended June 30, 2022.</u></a>
<a href="#"><u>3.2</u></a>	<a href="#"><u>Amended and Restated By-Laws of the Company effective as of May 5, 2022, incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K (File No. 000-10546) filed May 5, 2022.</u></a>
<a href="#"><u>4.1**</u></a>	<a href="#"><u>Description of common stock</u></a>
<a href="#"><u>10.1*</u></a>	<a href="#"><u>Lawson Products, Inc. Executive Deferral Plan (as Amended and Restated Effective November 1, 2015), incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>
<a href="#"><u>10.2*</u></a>	<a href="#"><u>Lawson Products, Inc. Amended Stock Performance Plan (as Amended and Restated Effective January 24, 2017), incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>
<a href="#"><u>10.3*</u></a>	<a href="#"><u>Amendment of the Lawson Products, Inc. Amended Stock Performance Plan (as Amended and Restated Effective January 24, 2017), dated December 23, 2020, incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K (File No. 000-10546) for the fiscal year ended December 31, 2020.</u></a>
<a href="#"><u>10.4*</u></a>	<a href="#"><u>Form Letter regarding Stock Performance Rights, incorporated by reference to Exhibit 10(c)(16) to the Company's Annual Report on Form 10-K (File No. 000-10546) for the fiscal year ended December 31, 2004.</u></a>
<a href="#"><u>10.5*</u></a>	<a href="#"><u>Distribution Solutions Group, Inc. Equity Compensation Plan (amended and restated effective October 17, 2022, as amended November 10, 2022), incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed November 18, 2022.</u></a>
<a href="#"><u>10.6*</u></a>	<a href="#"><u>Form of Award Agreement under the 2009 Equity Compensation Plan (now known as the Distribution Solutions Group, Inc. Equity Compensation Plan) (Target Units, SPRs and Restricted Units), incorporated by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>
<a href="#"><u>10.7*</u></a>	<a href="#"><u>Form of Award Agreement under the 2009 Equity Compensation Plan (now known as the Distribution Solutions Group, Inc. Equity Compensation Plan) (MSU Target Units, ROIC Target Units and Restricted Units), incorporated by reference to Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>
<a href="#"><u>10.8*</u></a>	<a href="#"><u>Form of Award Agreement under the 2009 Equity Compensation Plan (now known as the Distribution Solutions Group, Inc. Equity Compensation Plan) (MSU Target Units, ROIC Target Units and Restricted Units), incorporated by reference to Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>
<a href="#"><u>10.9*</u></a>	<a href="#"><u>Lawson Products, Inc. 2021 Annual Incentive Plan Summary, incorporated by reference to Exhibit 10.14 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>
<a href="#"><u>10.10*</u></a>	<a href="#"><u>Form of Indemnification Agreement for Directors and Officers, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed September 19, 2008.</u></a>
<a href="#"><u>10.11*</u></a>	<a href="#"><u>Form of Change in Control Agreement for Officers, incorporated by reference to Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended September 30, 2021.</u></a>

<a href="#"><u>10.12*</u></a>	<a href="#"><u>Employment Agreement dated as of August 14, 2017 by and between Lawson Products, Inc., an Illinois corporation, and Michael G. DeCata, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed August 17, 2017.</u></a>
<a href="#"><u>10.13*</u></a>	<a href="#"><u>Amendment No.1 to the Employment Agreement entered into on April 11, 2018 between Lawson Products, Inc., an Illinois corporation, and Michael G. DeCata, incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K (File No. 000-10546) filed April 11, 2018.</u></a>
<a href="#"><u>10.14*</u></a>	<a href="#"><u>Retirement and Consulting Agreement, dated as of March 2, 2021, by and between Lawson Products, Inc., an Illinois corporation, and Neil Jenkins, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed March 5, 2021.</u></a>
<a href="#"><u>10.15</u></a>	<a href="#"><u>Voting Agreement, dated as of December 29, 2021, by and among Lawson Products, Inc. and Luther King Capital Management Corporation, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed January 4, 2022.</u></a>
<a href="#"><u>10.16†</u></a>	<a href="#"><u>Amended and Restated Credit Agreement, dated as of April 1, 2022, by and among Lawson Products, Inc., the subsidiaries of Lawson Products, Inc. party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 000-10546) filed April 4, 2022.</u></a>
<a href="#"><u>10.17</u></a>	<a href="#"><u>Registration Rights Agreement, dated as of April 1, 2022, by and among Lawson Products, Inc., 301 HW Opus Investors, LLC and LKCM TE Investors, LLC, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed April 4, 2022.</u></a>
<a href="#"><u>10.18*</u></a>	<a href="#"><u>Retirement and Consulting Agreement, dated as of April 4, 2022, by and between Lawson Products, Inc., an Illinois corporation, and Michael G. DeCata, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546) filed April 8, 2022.</u></a>
<a href="#"><u>10.19*</u></a>	<a href="#"><u>Employment Agreement, dated as of April 4, 2022, by and between Lawson Products, Inc., an Illinois corporation, and Cesar A. Lanuza, incorporated by reference to Exhibit 10.22 to the Company's Quarterly Report on Form 10-Q (File No. 000-10546) for the quarter ended June 30, 2022.</u></a>
<a href="#"><u>10.20*</u></a>	<a href="#"><u>Employment Agreement, dated January 27, 2023, by and between Lawson Products, Inc., an Illinois corporation, and Ronald J. Knutson, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 000-10546), filed January 31, 2023.</u></a>
<a href="#"><u>21**</u></a>	<a href="#"><u>Subsidiaries of the Company.</u></a>
<a href="#"><u>23.1**</u></a>	<a href="#"><u>Consent of BDO USA, LLP.</u></a>
<a href="#"><u>23.2**</u></a>	<a href="#"><u>Consent of Grant Thornton, LLP.</u></a>
<a href="#"><u>31.1**</u></a>	<a href="#"><u>Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
<a href="#"><u>31.2**</u></a>	<a href="#"><u>Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
<a href="#"><u>32***</u></a>	<a href="#"><u>Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH**	Inline XBRL Taxonomy Extension Schema Document
101.CAL**	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE**	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive File (embedded within the Inline XBRL document and contained in Exhibit 101)

† Certain schedules and/or similar attachments omitted pursuant to Item 601(a)(5) of Regulation S-K promulgated by the U.S. Securities and Exchange Commission. The Company agrees to furnish supplementally a copy of any omitted schedule or similar attachment to the SEC upon request.

\* Indicates management employment contracts or compensatory plans or arrangements.

\*\* Filed herewith.

\*\*\* Furnished herewith.

## ITEM 16. FORM 10-K SUMMARY.

None.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DISTRIBUTION SOLUTIONS GROUP, INC.  
(Registrant)

Dated: March 14, 2023

/s/ J. Bryan King

J. Bryan King  
Chairman, President and Chief Executive Officer  
(principal executive officer)

Dated: March 14, 2023

/s/ Ronald J. Knutson

Ronald J. Knutson  
Executive Vice President, Chief Financial Officer and Treasurer  
(principal financial officer)

Dated: March 14, 2023

/s/ David S. Lambert

David S. Lambert  
Vice President, Controller and Chief Accounting Officer  
(principal accounting officer)



Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

<b><u>Signature</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<u>/s/ J. Bryan King</u> J. Bryan King	Chairman, President and Chief Executive Officer (principal executive officer)	March 14, 2023
<u>/s/ Ronald J. Knutson</u> Ronald J. Knutson	Executive Vice President, Chief Financial Officer and Treasurer (principal financial officer)	March 14, 2023
<u>/s/ David S. Lambert</u> David S. Lambert	Vice President, Controller and Chief Accounting Officer (principal accounting officer)	March 14, 2023
<u>/s/ Andrew B. Albert</u> Andrew B. Albert	Director	March 14, 2023
<u>/s/ I. Steven Edelson</u> I. Steven Edelson	Director	March 14, 2023
<u>/s/ Lee S. Hillman</u> Lee S. Hillman	Director	March 14, 2023
<u>/s/ Mark F. Moon</u> Mark F. Moon	Director	March 14, 2023
<u>/s/ Bianca A. Rhodes</u> Bianca A. Rhodes	Director	March 14, 2023
<u>/s/ Robert S. Zamarripa</u> Robert S. Zamarripa	Director	March 14, 2023

## EXHIBIT 4.1

### DESCRIPTION OF COMMON STOCK

The following summary is a description of the material terms of the common stock ("common stock") of Distribution Solutions Group, Inc. (referred to herein as "we", "us" or "our"). This summary is not meant to be complete and is qualified by reference to the applicable provisions of the Delaware General Corporation Law ("DGCL") and our certificate of incorporation and bylaws, each as amended. You are urged to read those documents carefully. Copies of our certificate of incorporation and bylaws are filed as Exhibits 3.1 and 3.2 to our Annual Report on Form 10-K.

#### Authorized Capitalization

We are currently authorized to issue 35,000,000 shares of common stock, \$1.00 par value per share and 500,000 shares of preferred stock, \$1.00 par value per share. On February 28, 2023, there were 19,421,570 shares of our common stock outstanding. There are no shares of preferred stock outstanding.

#### Common Stock

**Issuance of Common Stock.** Shares of common stock may be issued from time to time as our board shall determine and, on such terms, and for such consideration, as shall be fixed by the board.

**Dividends and Rights Upon Liquidation.** After the requirements with respect to preferential dividends on preferred stock, if any, are met, the holders of our outstanding common stock are entitled to receive dividends out of assets legally available at the time and in such amounts as the board may from time to time determine. Our common stock is not convertible or exchangeable into other securities. Upon our liquidation, dissolution or winding up, the holders of our common stock are entitled to receive the assets that are legally available for distribution on a pro rata basis, after payment of all of our debts and other liabilities and subject to the prior rights of holders of any preferred stock then outstanding. The Company does not currently pay a dividend on its common stock.

**Voting Rights.** The holders of the common stock are entitled to vote at all meetings of the stockholders and are entitled to cast one vote for each share of common stock held by them respectively and standing in their respective names on the books of the Company. Each stockholder is entitled to cumulative voting with respect to the election of directors which entitles stockholders to add all of the votes they have for directors and cast such votes for any single director or distribute them among directors.

**Preemptive Rights.** Holders of our common stock do not have preemptive rights with respect to any shares that may be issued. Shares of our common stock are not subject to redemption.

**Business Combinations.** The Company's certificate of incorporation requires (i) the affirmative vote of holders of not less than 75% of the voting power of the Company to approve any merger, any sale of the Company or substantially all of its assets or the issuance of any securities in exchange for assets having a value equal or greater to 5% of the assets of the Company in a transaction with a stockholder holding 10% or more of our common stock (the "10% stockholder") and (ii) the approval of such transaction by holders of a majority of the voting power not owned by the 10% stockholder. The above requirements do not apply to

(x) a transaction with respect to which the board has approved a memorandum of understanding prior to the time such other entity becomes a 10% stockholder or (y) transactions approved by two-thirds of the directors who are not representatives or affiliates of the 10% stockholder.

#### **Relevant Provisions of the Delaware Business Corporation Law**

We are governed by the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes mergers, asset sales or other transactions resulting in a financial benefit to the stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years of the date on which it is sought to be determined whether such person is an "interested stockholder," did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring or preventing a change in control.

#### **Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is Computershare. The transfer agent and registrar for any preferred stock we issue will be set forth in the applicable prospectus supplement.

#### **Listing**

Our common stock is listed on The Nasdaq Global Select Market under the symbol "DSGR".

**EXHIBIT 21****SUBSIDIARIES OF THE COMPANY**

<b>Name</b>	<b>Jurisdiction of Incorporation</b>
301 HW Opus Holdings, Inc. (conducting business as Gexpro Services)	Delaware
Gexpro Services Supply Chain Management (Shanghai) Co. Ltd.	China
GS Holdings Canada Inc.	Canada
GS Holdings Denmark ApS	Denmark
GS Holdings RE LLC	Delaware
GS Operating, LLC	Delaware
GS Operating Holding Hungary Kft.	Hungary
GS Operating Magyarország Általános Kereskedelmi és Szolgáltató Kft	Hungary
GX Pro Opus, S. de R.L. de C.V.	Mexico
Heads and Threads, Inc.	Illinois
Instrumex	Germany
Interworld Highway, LLC	Delaware
Lawson Products, Inc.	Illinois
Lawson Products Canada Inc.	Canada
MCS Rentals Holdings Limited	United Kingdom
MCS Test Group Limited	United Kingdom
National Engineered Fasteners Inc.	Canada
Resolux ApS	Denmark
Resolux do Brazil Industria e Comercio Especializado em Energia Eolica Ltd.	Brazil
Resolux GmbH	Germany
Resolux Inc.	Iowa
Resolux India Private Limited	India
Resolux Turkey Ruzgar Turbinleri Elektrik Aksamlari Sanayi ve Ticaret Anonim Sirketi	Turkey
Resolux Windpower Technology (Tianjin) Co. Ltd.	China
TestEquity Acquisition LLC	Delaware
TestEquity Acquisition Holdings, LLC	Delaware
TestEquity de Mexico S. de R.L. de C.V.	Mexico
TestEquity Inc.	Canada
TestEquity LLC	Delaware
The Bolt Supply House Ltd.	Canada

Subsidiaries, that in the aggregate are not considered significant to the consolidated results of the Company at the end of December 31, 2022, have been omitted.

**EXHIBIT 23.1**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Distribution Solutions Group, Inc.  
Chicago, Illinois

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-231671) and Form S-8 (No. 333-199243 and 333-231672) of Distribution Solutions Group, Inc. of our reports dated March 14, 2023, relating to the consolidated financial statements, and the effectiveness of Distribution Solutions Group, Inc.'s internal control over financial reporting, which appear in this Form 10-K. Our report on the effectiveness of internal control over financial reporting expresses an adverse opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2022.

/s/BDO USA, LLP

Chicago, Illinois  
March 14, 2023

**EXHIBIT 23.2**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our report dated March 14, 2023, with respect to the consolidated financial statements included in the Annual Report of Distribution Solutions Group, Inc. on Form 10-K for the year ended December 31, 2022. We consent to the incorporation by reference of the said report in the Registration Statements of Distribution Solutions Group, Inc. on Form S-3 (File No. 333-231671) and Forms S-8 (File Nos. 333-199243 and 333-231672).

/s/ GRANT THORNTON LLP

Los Angeles, California  
March 14, 2023

**EXHIBIT 31.1**

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, J. Bryan King, certify that:

1. I have reviewed this Annual Report on Form 10-K of Distribution Solutions Group, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 14, 2023

/s/ J. Bryan King \_\_\_

J. Bryan King  
President and Chief Executive Officer  
(principal executive officer)

**EXHIBIT 31.2**

**CERTIFICATION**

I, Ronald J. Knutson, certify that:

1. I have reviewed this Annual Report on Form 10-K of Distribution Solutions Group, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal three months (the registrant’s fourth fiscal three months in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 14, 2023

/s/ Ronald J. Knutson

Ronald J. Knutson

Executive Vice President and Chief Financial Officer

(principal financial officer)



**EXHIBIT 32**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Distribution Solutions Group, Inc. (the "Company") on Form 10-K for the period ending December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned Chief Executive Officer and Chief Financial Officer of the Company hereby certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002 that based on their knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods covered in the Report.

March 14, 2023

/s/ J. Bryan King  
J. Bryan King  
Distribution Solutions Group, Inc.  
President and Chief Executive Officer  
(principal executive officer)

/s/ Ronald J. Knutson  
Ronald J. Knutson  
Distribution Solutions Group, Inc.  
Executive Vice President and Chief Financial Officer  
(principal financial officer)

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.



## Office of the Secretary of State

January 01, 2010

Capitol Services Inc  
P O Box 1831  
Austin, TX 78767 USA

RE: LAWSON PRODUCTS, INC.  
File Number: 801212464

-----  
It has been our pleasure to file the application for registration and issue the enclosed certificate of filing evidencing the authority of the foreign for-profit corporation to transact business in Texas.

Unless exempted, the foreign entity is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the foreign entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The registered foreign entity is not required to file annual reports with the Secretary of State. An application for amended registration must be filed with the Secretary of State if the foreign entity changes its name, changes the purposes to be pursued in Texas, or changes the assumed name it elected to use on its application for registration. It is important for the foreign entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the revocation of the entity's registration by the Secretary of State.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**LAWSON PRODUCTS, INC.**  
File Number: 801212464

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign For-Profit Corporation to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

**LAWSON PRODUCTS, INC.**

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/31/2009

Effective: 01/01/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

**Form 301  
(Revised 1/06)**

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
Filing Fee: \$750



**Application for  
Registration of a  
Foreign For-Profit  
Corporation**

This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas

DEC 31 2009

**Corporations Section**

1. The entity is a foreign for-profit corporation. The name of the entity is:

LAWSON PRODUCTS, INC.

2A. The name of the corporation in its jurisdiction of formation does not contain the word "corporation," "company," "incorporated," or "limited" (or an abbreviation thereof). The name of the corporation with the word or abbreviation that it elects to add for use in Texas is:

LAWSON PRODUCTS, INC.

2B. The corporation name is not available in Texas. The assumed name under which the corporation will qualify and transact business in Texas is:

3. Its federal employer identification number is: 80-0496603

Federal employer identification number information is not available at this time.

4. It is incorporated under the laws of: (set forth state or foreign country) Illinois

and the date of its formation in that jurisdiction is: 10/21/2009  
*mm/dd/yyyy*

5. As of the date of filing, the undersigned certifies that the foreign corporation currently exists as a valid corporation under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the corporation that it proposes to pursue in the transaction of business in Texas are set forth below. The corporation also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is incorporated.

The purpose is to distribute and sell industrial fasteners and related products as well as the transaction of any lawful business or activity under the laws of the State of Texas.

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: EFFECTIVE DATE: 1/1/2010

*mm/dd/yyyy*

8. The principal office address of the corporation is:

1666 East Touhy Avenue  
*Address*

Des Plaines  
*City*

IL  
*State*

USA  
*Country*

60018  
*ZipCode*

Complete item 9A or 9B, but not both. Complete item 9C.

9A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CT Corporation System

OR

9B. The initial registered agent is an individual resident of the state whose name is:

*First Name* *M.I.* *Last Name* *Suffix*

9C. The business address of the registered agent and the registered office address is:

350 North St. Paul Street Dallas TX 75201  
*Street Address* *City* *State* *Zip Code*

10. The corporation hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each person on the board of directors is:

Director 1				
Ronald	B.	Port		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>		<i>Suffix</i>
1666 East Touhy Avenc	Des Plaines	IL	USA	60018
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
Director 2				
Thomas	J.	Neri		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>		<i>Suffix</i>
1666 East Touhy Avenue	Des Plaines	IL	USA	60018
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
Director 3				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>		<i>Suffix</i>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
Director 4				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>		<i>Suffix</i>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

**Supplemental Provisions/Information**

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

[Empty rectangular box for supplemental provisions or information]

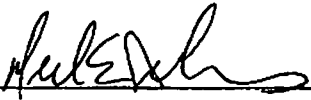
**Effectiveness of Filing (California Only)**

- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: JANUARY 1, 2010
- C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_  
The following event or fact will cause the document to take effect in the manner described below:  
\_\_\_\_\_  
\_\_\_\_\_

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 12/30/2009

  
\_\_\_\_\_

Neil E. Jenkins, Executive Vice President and Secretary

Signature and title of authorized person on behalf of the foreign entity



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

LAWSON PRODUCTS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 21, 2009, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 0936301674

Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of DECEMBER A.D. 2009 .***

*Jesse White*

SECRETARY OF STATE




**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Lawson Products, Inc.

Title of Authorized Representative: Vice President, Sales

Mailing Address: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Signature: 

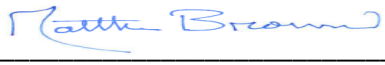
**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Lawson Products, Inc.

Title of Authorized Representative: Vice President, Sales

Mailing Address: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Signature: 

## PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.



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Signature of Respondent

11/1/2023

Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

11/01/2023

Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
(Tex. Government Code § 2155.005)

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.

**VENDOR** Lawson Products, Inc.

**ADDRESS** 8770 W. Bryn Mawr Ave., Suite 900  
Chicago, IL 60631

**PHONE** (800) 890-8198

**FAX** (312) 267-1734

**RESPONDANT**

Matthew Brown  
Signature

Matthew Brown  
Printed Name

Vice President, Sales  
Position with Company

**AUTHORIZING OFFICIAL**

Richard Pufpaf  
Signature

Richard Pufpaf  
Printed Name

SVP, Secretary, Gen Counsel & Chief Compliance Officer  
Position with Company

## **PROPOSAL FORM 9: 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:**

Starting on January 1, 2016, the commission will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:  
2023-1091672

Date Filed:  
11/07/2023

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 10 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.**  
R10-1160  
Maintenance, Repair, and Operations

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.**

**6 UNSWORN DECLARATION**

My name is Matthew Brown, and my date of birth is 5/29/1963.

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

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

Executed in Cook County, State of Illinois, on the 7 day of November, 20 23.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?  M. B.   
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?  M.B.   
(Initials of Authorized Representative)



**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

---

Company Name	Address
--------------	---------

---

City	State	Zip
------	-------	-----

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

### **3. Equal Employment Opportunity:**

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

### **4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency’s 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?  M.B.

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree?  M.B.

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year 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.

Does vendor agree? M.B.

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? M.B.

(Initials of Authorized Representative)

**12. Domestic Preference**

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

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

Does vendor agree? M.B.

(Initials of Authorized Representative)

**13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? M.B.

(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? M.B.

(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

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

Does vendor agree? M.B.

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Lawson Products, Inc.

Company Name

*Matthew Brown*

Signature of Authorized Company Official

Matthew Brown

Printed Name

Vice President, Sales

Title

11/1/2023

Date

## **PROPOSAL FORM 13: FEMA REQUIREMENTS**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### *1. Access to Records*

#### For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

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

The Winning Supplier 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.

Does Respondent agree? [M.B.](#)

(Initials of Authorized Representative)

#### For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? [M.B.](#)

(Initials of Authorized Representative)

### *2. Changes*



FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? [M.B.](#)  
(Initials of Authorized Representative)

### *3. Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? [M.B.](#)  
(Initials of Authorized Representative)

### *4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? [M.B.](#)  
(Initials of Authorized Representative)

### *5. No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Respondent agree? [M.B.](#)  
(Initials of Authorized Representative)

### *6. Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier 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.

Does Respondent agree? [M.B.](#)  
(Initials of Authorized Representative)

### *7. Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? [M.B.](#)  
(Initials of Authorized Representative)

### *8. License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? [M.B.](#)

(Initials of Authorized Representative)

## **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



11/1/2023

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Signature of Respondent

Date

**PROPOSAL FORM 15: 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 Respondent 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., Suite 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 Matthew Brown, an authorized representative of \_\_\_\_\_, 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
<u>Lawson Products, Inc., an Illinois corporation, is a wholly owned subsidiary of Distribution Solutions Group, Inc., a Delaware corporation. Distribution Solutions Group, Inc. is a publicly traded corporation listed on NASDAQ as DSGR.</u>		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 Vice President, Sales

11/1/2023

**Authorized Signature and Title**

**Date**

**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ Illinois

County of Cook

I, Matthew Brown of the 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 Vice President, Sales of the firm of Lawson Products, Inc.  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid 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*

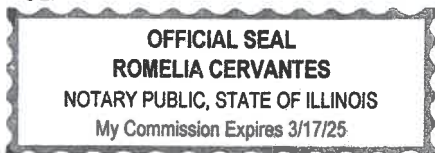
Lawson Products, Inc. Matthew Brown Vice President, Sales  
Company Name Authorized Signature & Title

Subscribed and sworn before me

this 8th day of November, 2023

Romelia Cervantes  
Notary Public of ~~New Jersey~~ Illinois  
My commission expires 3/17, 2025

SEAL



**PROPOSAL FORM 17: 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

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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 X \_\_\_\_\_  
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 Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed X \_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
Vice President, Sales

11/1/2023  
Date

**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,

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2023** to **15-Jan-2026**



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

**LAWSON PRODUCTS, INC.**  
**8770 WEST BRYN MAWR AVE. SUITE 900**  
**CHICAGO IL 60631**





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 its 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).



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Signature of Procurement Agent

## PROPOSAL FORM 18: 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 is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

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 [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) 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) 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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**PROPOSAL FORM 19: 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

Sole Proprietorship

Limited Liability Partnership

Limited Partnership


Subchapter S Corporation

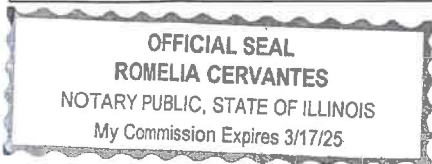
Corporation

Limited Liability Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: <u>Distribution Solutions Group, Inc. a Delaware Corporation</u> Home Address: <u>301 Commerce Street, Suite 1700 Fort Worth, TX 76102</u>	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this <u>8<sup>th</sup></u> day of <u>November, 2023</u>  (Notary Public)  My Commission expires: <u>3/17/2025</u>	<u>Matthew Brown</u> (Affiant)  <u>Matthew Brown - Vice President, Sales</u> (Print name & title of affiant)  (Corporate Seal)





**PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked 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 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are 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.


After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act 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. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested 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: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

11/1/2023  
Date

  
Vice President, Sales  
Authorized Signature & Title

# REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, AND OPERATIONS

## AMENDMENT 1

### EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd  
Richardson, TX 75081  
Telephone: (972) 348-1184



Publication date	10/13/2023
Product or service	Maintenance, Repair, and Operations
RFP #	R10-1160
Proposal due date	11/17/2023
Proposal submittal location	<a href="https://region10.bonfirehub.com/portal/?tab=login">https://region10.bonfirehub.com/portal/?tab=login</a>
Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Region 10 ESC is issuing this amendment to RFP R10-1160 for Maintenance, Repair, and Operations to extend the deadline for submitting proposals.

The deadline for submitting proposals for this RFP will be **Friday, November 17, 2023 at 2 pm CT.**

The public bid opening for this RFP will be conducted on Friday, November 17, 2023 at 2 pm CT after all proposals have been received. The public bid opening will be held via Teams meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org) at least 24 hours before the deadline for submissions to receive an invitation.

Vendors who have already submitted a response may recall the response and resubmit before the new deadline without penalty.

No other requirements or details of this RFP are altered by this amendment. Respondents should use the attached signature page to acknowledge receipt of this amendment and use it in place of Proposal Form 23 in the original RFP.

**Vendors who do not submit a signed contract signature page will be eliminated from consideration.**

<b>Category</b>	<b>Abbreviation</b>	<b>Discounts off List Price Per Category</b>
Autmotive	AT	44%
Cabinets	CA	18%
Fasteners	FS	74%
Hand Tools	HT	49%
Chemicals	CH	52%
Material Handling	MH	21%
Cutting Tools	CT	33%
Safety	SF	21%
Electrical	EL	68%
Shop Supplies	SS	26%
Fluid Power	FP	54%
Welding	WD	25%