PARTICIPATING ADDENDUM

WASHINGTON CONTRACT NO.: 19922

FOR THE

STATE OF WASHINGTON

TO JOIN THE

NASPO VALUEPOINT

COOPERATIVE PURCHASING CONTRACT NO. MA 758 2500000412

Competitively solicited, awarded, and administered by the
State of Kentucky "Lead State"

FOR

FACILITIES MAINTENANCE, REPAIR, AND OPERATIONS (MRO) & INDUSTRIAL SUPPLIES

AWARDED TO

LAWSON PRODUCTS INC

This Participating Addendum for the above referenced NASPO ValuePoint Cooperative Purchasing Contract is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Lawson Products INC, an Illinois corporation ("Contractor") and is dated and effective as of April 10, 2026.

R E C I T A L S

A. The Washington State Legislature created Enterprise Services to function, in part, as Washington State's central procurement authority for goods and/or services and authorized Enterprise Services to enter into contracts on behalf of the State to provide goods and/or services for state agencies and other designated entities. *See* RCW 43.19.005 and 43.19.011; *see also*, RCW 39.26.050.

B. The Washington State Legislature further authorized Enterprise Services, on behalf of the State of Washington, to participate in cooperative purchasing agreements with designated entities (e.g., other states engaged in public procurement for goods and/or services) to utilize their competitively solicited and awarded contracts to procure goods and/or services and to make such contracts available to Washington state agencies and designated eligible purchasers, to function as enterprise procurement solutions, consistent with terms and conditions set forth by Enterprise Services. *See* RCW 39.26.060.

C. The above-referenced Cooperative Purchasing Contract is the result of a competitive solicitation process undertaken by the above-referenced Lead State, in collaboration with

NASPO ValuePoint, which is a division of the National Association of State Procurement Officials (NASPO), a non-profit public procurement association.

D. Enterprise Services timely provided public notice of the Lead State's competitive solicitation process through Washington's Electronic Business Solutions system which functions, in part, as Washington's bid notification system. *See* RCW 39.26.150.

E. The Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Cooperative Purchasing Contract to Contractor. Accordingly, Contractor is authorized, pursuant to such Cooperative Purchasing Contract, to enter into a Participating Addendum with interested Participating States.

F. Enterprise Services, on behalf of the State of Washington, has determined that, as conditioned by this Participating Addendum, participating in the Cooperative Purchasing Contract, as a Participating State, is in the best interest of the State of Washington.

G. Accordingly, this Participating Addendum enables Purchasing Entities, as defined herein, to utilize the Cooperative Purchasing Contract, as conditioned by this Participating Addendum, to purchase goods and/or services as set forth in the Cooperative Purchasing Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **DEFINITIONS.**

1.1. *Contract Usage Agreement*: An agreement between *Enterprise Services* and specified entities that enables such entities to utilize *Enterprise Procurement Solutions* developed and/or identified by Enterprise Services.

1.2. *Contractor*: The entity identified above who, pursuant to a competitive solicitation conducted by the *Lead State*, was awarded a *Cooperative Purchasing Contract* and, as such, is authorized to enter into a *Participating Addendum* with a *Participating State*.

1.3. *Cooperative Purchasing Contract (or NASPO ValuePoint Master Agreement)*: The above-referenced contract for goods and/or services that was competitively solicited and awarded by the *Lead State* to *Contractor* and which, pursuant to a *Participating Addendum* between *Contractor* and *Participating State*, may be utilized by *Purchasing Entities* identified by the *Participating State* to purchase specified goods and/or services.

1.4. *Enterprise Procurement Solution(s)*: A procurement solution for goods and/or services developed or identified by *Enterprise Services*, on behalf of the State of Washington, that may be utilized by Washington state agencies and other specified purchasing entities to purchase specified goods and/or services. Pursuant to this *Participating Addendum*, the *Cooperative Purchasing Contract* is an *Enterprise Procurement Solution*.

1.5. *Enterprise Services*: The Washington State Department of Enterprise Services, a Washington state governmental agency.

1.6. *Lead State*: The state identified above that conducted the competitive solicitation and awarded the *Cooperative Purchasing Contract* to *Contractor*.

1.7. *Participating Addendum*: This agreement between *Contractor* and *Participating State*.

1.8. *Participating State*: The State of Washington.

1.9. *Purchase Order*: Any document used by *Purchasing Entities* to purchase goods and/or services under an *Enterprise Procurement Solution* from a *Contractor*.

1.10. *Purchasing Entity(ies)*: Any purchaser authorized by *Enterprise Services* to utilize the *Cooperative Purchasing Contract* through this *Participating Addendum*. Such purchasers are limited to (i) Washington state agencies and Washington state institutions of higher education; and (ii) entities who have executed a *Contract Usage Agreement* with *Enterprise Services*. *See* § 4 – Participation.

1.11. *WEBS*: The Washington Electronic Business Solutions system administered by *Enterprise Services*. *See* RCW 39.26.150.

2. **TERM**. This Participating Addendum shall terminate upon: (a) expiration of the term set forth in the Master Agreement; (b) Contractor's breach of any representation and warranty set forth in this Participating Addendum; or (c) written notice of termination for convenience by Enterprise Services, whichever first occurs. Termination of this Participating Addendum, however, shall not relieve any Purchasing Entity of its responsibility to pay for goods and/or services timely ordered by such Purchasing Entity and provided to Purchasing Entity by Contractor.

3. **SCOPE.** This Participating Addendum covers the following Facilities Maintenance, Repair, and Operations (MRO) & Industrial Supplies contract categories of the Cooperative Purchasing Contract awarded to Contractor:

   - Category 1 – Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals · includes but not limited to cleaning chemicals, hand soaps, paper products, trash can liners, adhesives.
   - Category 2 – Fasteners- includes but is not limited to thread fasteners, anchors, bolts, cables, clips, hose couplings, inserts, lock nuts, pins, plates, rivets, screws, studs, and washers.
   - Category 3 – Material Handling- includes but is not limited to hand trucks, ladders, welding supplies, shop supplies, containers, cabinets, chains, wire rope, pails/drums. Motor rider forklifts, reach trucks, order pickers, pallets jacks, stackers, and tow tractors.
   - Category 4 – Plumbing Equipment- includes but is not limited to facets, fittings, pipes, water filters, drains, pumps, and plumbing tools.
   - Category 5 – Power Sources-includes but is not limited to electric power grid, such as an electrical outlet, energy storage devices such as batteries or fuel cells, generators or alternators, solar power converters, or another power supply, other

batteries, electric vehicle charging stations and parts, solar energy, and AC and DC power supply.

- Category 6 – Landscaping and Outdoor Supplies and Equipment- includes but is not limited to seasonal lawn and grounds maintenance supplies.
- Category 7 – Lamps, Lighting, Ballasts, and Equipment- includes but is not limited to lamps, ballasts, fixtures, bulbs, diodes, and tubes.
- Category 8 – Heating, Ventilation, Air Conditioning (HVAC)- includes but is not limited to air filters, blowers, diffusers, fans, coolant, small heaters, air conditioning units (window and portable), foam coil cleaners, filters, and valves.
- Category 9 – Hand Tools - includes but is not limited to hammers, pliers, rakes, screw drivers, shoves, hand saws, and measuring tools.
- Category 10 – Power Tools- includes drills, saws, table saw, air compressor, band saw, sander.
- Category 11 – Electrical Supplies and Equipment- includes but is not limited to circuit breakers, conduits, electrical boxes, fuses, switches, outlets, cords, and plugs.
- Category 12 – Paint and Related Supplies- includes but is not limited to paint interior and exterior, primers, coatings, brushes, paint pans, fire retardant sealants, and stirrers.
- Category 13 – Security- includes but is not limited to cameras, strobes, safes, locks.
- Category 14 – Safety- includes personal protective equipment and related building safety equipment, eye protection, protective clothing, barricades, fire escape ladders, master lock, hearing protection and head and face protection, hand sanitizer, gloves, and sorbents.

4. **PARTICIPATION.** Pursuant to this Participating Addendum, the Cooperative Purchasing Contract may be utilized by the following Purchasing Entities:

   4.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

   4.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following specific institutions of higher education (colleges) in Washington:

   - State universities – i.e., University of Washington & Washington State University;
   - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
   - Evergreen State College;
   - Community colleges; and
   - Technical colleges.

   4.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities who have executed a Contract Usage Agreement with Enterprise Services:

   - Political subdivisions (e.g., counties, cities, school districts, public

utility districts, ports) in the State of Washington;

- Federal governmental agencies or entities;
- Certain public benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding; and
- Federally recognized Indian Tribes located in the State of Washington.

By placing Purchase Order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

5. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT.**

5.1 CONTRACTOR REGISTRATION. Contractor promptly shall complete the following within seven (7) days of execution of this Participating Addendum:

- WEBS REGISTRATION: Contractor shall register in Washington's WEBS System at WEBS. Contractor further shall ensure that all of its information therein is current and accurate and that, throughout the term of this Participating Addendum, Contractor shall maintain an accurate profile in WEBS.
- STATEWIDE PAYEE DESK REGISTRATION: Contractor shall register with Washington's Statewide Payee Desk and receive a statewide vendor registration number. Washington state agencies cannot make payments to Contractor until Contractor is registered. Registration materials are available here: Receiving Payment from the State.

5.2 CONTRACT SALES REPORTING. Contractor shall report quarterly to Enterprise Services total Cooperative Purchasing Contract sales made to Purchasing Entities authorized by this Participating Addendum, as set forth below.

(a) REPORTING. Contractor shall report quarterly sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) PURCHASING ENTITY USAGE DATA. Each sales report also must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. If there are no sales during the reporting period, Contractor must report zero sales. Refer sales reporting questions to the Primary Contact set forth below.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales

Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

Quarter	For Sales Made In Calendar Quarter	Contract Sales Report	
		Due By	Past Due
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

5.3 Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Cooperative Purchasing Contract sales authorized by this Participating Addendum. The purchase price is the total invoice price less applicable sales tax.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .01250.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported to Enterprise Services by Contractor. Contractor shall not remit VMF payment until it receives an invoice from Enterprise Services. Payment must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure accurately and timely to report contract sales Purchasing Entity usage data, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

5.4 Nondiscrimination.

(a) Nondiscrimination Requirement. During the term of this Participating

Addendum, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) OBLIGATION TO COOPERATE. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Participating Addendum pursuant to RCW 49.60.530(3).

(c) DEFAULT. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Participating Addendum, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Participating Addendum in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) REMEDIES FOR BREACH. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for damages as authorized by law. Enterprise Services and/or Purchasing Entities shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasing Entities for default under this provision.

5.5 CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any Purchase Order is placed by a Participating Entity pursuant to this Participating Addendum. If, at the time of any such Purchase Order, Contractor cannot make such representations and warranties, Contractor shall not process any Purchase Orders and shall notify Enterprise Services, in writing, within three (3) business days of such breach.

(a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State

Department of Revenue and the Washington Secretary of State.

(b) TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

(c) GREEN/SUSTAINABLE. Contractor represents and warrants that Contractor shall endeavor to supply and deliver goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance. Accordingly, Contractor should review the below list of applicable state policies and standards and use commercially reasonable efforts to meet these requirements and help Purchasers identify and select goods and services when supplying goods and services under this Participating Addendum:

1. PROCUREMENT PRIORITIES

    a. Nonmercury-Added Products. State Agencies and institutions of higher education are directed to purchase products that contain no mercury or the least amount of mercury-added compounds or components where commercially available and economically feasible.

    b. Products that Do Not Contain HFCs or Contain HFCs with a Comparatively Low Global Warming Potential. State Agencies and institutions of higher education are directed to purchase applicable products that do not contain hydrofluorocarbons (HFCs) or contain HFCs with a comparatively low global warming potential. The intent is to reduce greenhouse gas emissions by incentivizing the State's contract suppliers to provide products that do not contain HFCs.

    c. Recycled Content Products. State Agencies and institutions of higher education are directed to maximize the purchase of products made from recycled content and to incentive its vendors to sell products and products in packaging made with recycled content.

    d. Electronics Products Purchasing Preference. State Agencies and institutions of higher education are directed to purchase applicable electronics with an EPEAT Registry listing at the Bronze level or higher, or products that meet another environmental standard that reduces the use of hazardous substances.

(d) LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor

represents and warrants that Contractor possesses and shall keep current during the term of this Participating Addendum all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Participating Addendum.

(e) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the effective date of this Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

(f) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(g) EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participating Addendum, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

(h) WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, as required by Washington state law (Laws of 2023, ch. 475, § 919), during the term of this Participating Addendum, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education,

training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Contract and/or any agreement entered into pursuant to this Participating Addendum.

5.6 CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES.

(a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Cooperative Purchasing Contract as conditioned by this Participating Addendum. *See, e.g.*, § 3 – Scope. Contractor shall not represent to any Purchasing Entity that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) PURCHASE ORDERS. To utilize the Master Agreement, each Purchase Order must include the following information and be submitted to Contractor or its authorized dealer:

1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
    - Washington Statewide Contract Number; and
    - NASPO ValuePoint Cooperative Purchasing Contract Number;
2. The Purchase Order amount; and
3. Purchaser's contact information (i.e., name, address, telephone number, email).

(c) INVOICES. Contractor must provide a properly completed invoice to Purchasing Entities. All invoices are to be delivered to the address indicated in the applicable Purchase Order. Each invoice must include the following:

1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
    - Washington Statewide Contract Number; and
    - NASPO ValuePoint Cooperative

Purchasing Contract Number;

2. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management through Washington's Statewide Payee Desk; and
3. The Purchasing Entity's applicable Purchase Order number.

Invoices must be prominently annotated by Contractor with any applicable volume discounts.

6. **LEASE AGREEMENTS.** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

7. **PRIMARY CONTACTS**. The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State	**Contractor**
Attn: Team Cedar State of Washington Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2215 Email: DESContractsTeamCedar@des.wa.gov	Attn: Lisa Castanon Lawson Products INC 8770 W. Bryn Mawr Ave., Suite 600 Chicago, IL 60631 Tel: (800-890-8198) Email: government.sales@lawsonproducts.com

8. **SUBCONTRACTORS**. Except for subcontracts with Contractor's designated equally qualified/ able parties including suppliers, vendors, and service providers ("Other Party or Parties"), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Cooperative Purchasing Contract and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

   (a) SUBCONTRACTOR AUTHORIZATION. Contractor is authorized, without additional Participating State consent, to utilize its Other Parties to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Cooperative Purchasing Contract and this Participating Addendum. Contractor shall maintain a list of such Other Parties utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.

   (b) CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Cooperative Purchasing Contract (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Other Parties. In no event shall the existence of a subcontract between Contractor and its subcontractor

operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Cooperative Purchasing Contract or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Other Parties.

(c) PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Cooperative Purchasing Contract and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Other Party for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Other Party. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Other Party, Contractor shall remain responsible for performance.

(d) CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Other Party and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Cooperative Purchasing Contract's records retention requirements.

9. **ORDERS:** Unless the parties to the applicable Purchase Order agree in writing that another contract or agreement applies to such Purchase Order, any Purchase Order placed by a Purchasing Entity for goods and/or services available from the Cooperative Purchasing Contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Cooperative Purchasing Contract as conditioned by this Participating Addendum.

10. **GENERAL.**

10.1 ENTIRE AGREEMENT; MODIFICATION. This Participating Addendum and the Master Agreement, together, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

10.1 AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

10.2 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

10.3 COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

11 **PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS**.

11.1 WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Participating Addendum and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

11.2 CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

11.3 ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Participating Addendum, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

EXECUTED AND EFFECTIVE as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**LAWSON PRODUCTS, INC.,** **AN ILLINOIS CORPORATION**
By: Julie Hannah	By: Mike Drinane
Julie Hannah	Mike Drinane
Its: Team Cedar Enterprise & Contract Procurement Specialist	Its: Vice President of Strategic Accounts and Government Sales
Date: 04/10/2026	Date: 08/04/2026
Signature: Mike Drinane Mike Drinane (Apr 10, 2026 16:32:49 CDT)	**Signature:** Julie Hannah
Email: mike.drinane@lawsonproducts.com	**Email:** julie.hannah@des.wa.gov

PA Template

Final Audit Report 2026-04-10

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