

Participating Addendum Number 25147
for
Facilities MRO and Industrial Supplies
between
State of Iowa
and
Lawson Products, Inc.

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

Lawson Products, Inc. ("Contractor")
8770 W. Bryn Mawr Ave., Suite 900
Chicago, IL 60631

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Lisa Castanon
Contractor Contact
Lisa.castanon@lawsonproducts.com
773-304-5438

Participating Entity's contact for this Participating Addendum is:

Paul Manges
Purchasing Agent
Paul.manges@iowa.gov
515-330-7325

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 1/1/2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement (Categories 1-14, Nationwide) may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Any amendment to the Master Agreement shall be



deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **PAYMENT TERMS.** Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Notwithstanding the foregoing, payments may be made at the time of order placement via a State or political subdivision "Purchasing Card" with no additional charge.
- VIII. **INSURANCE.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. Send the Certificate of Insurance (COI) to the State of Iowa Contract Manager.
Please include in the COI the following additions:

COI - Description of Operations box shall state:

State of Iowa and the Iowa Department of Administrative Services are named as additional insured. No cancellation of the insurance shall be made without at least thirty (30) days prior written notice to the State of Iowa and the Iowa Department of Administrative Services.

COI - The Certificate Holder box shall state:

State of Iowa - Department of Administrative Services
1305 East Walnut Street
Des Moines, IA 50319

IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. **Quarterly Report.** This contract permits other State Agencies and political subdivisions to make purchases off of the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports to the State of Iowa Contract Manager. Please log in to your IMPACS vendor portal to find the Contract Manager assigned to your contract. Vendor portal website:
<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=DASIowa>

Quarterly Reporting Schedule – based on Calendar year



Quarter 1 (Jan 1 – Mar 31) Due Apr 30

Quarter 2 (Apr 1 – Jun 30) Due July 31

Quarter 3 (July 1 – Sept 30) Due Oct 31

Quarter 4 (Oct 1 – Dec 31) Due Jan 31

- b. Administration Fee.** Without affecting the approved Goods or Service prices or discounts specified in the Contract the State of Iowa shall be entitled to receive **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the State of Iowa, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – CSE COO
1305 East Walnut Street
Des Moines, IA 50319

- X. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- XI. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a.** Exhibit 1- Goods and Services
- XII. NOTICE.** Any notice required herein shall be sent to the following:
- | For Contractor: | For Participating Entity: |
|----------------------------------|---------------------------|
| Lisa Castanon | Paul Manges |
| Contractor Contact | Purchasing Agent |
| Lisa.castanon@lawsonproducts.com | Paul.manges@iowa.gov |
| 773-304-5438 | 515-330-7325 |
- XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.



Exhibit 1

Description of Goods and/or Services, Prices, and Discount Percentages

SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

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

Products and Services are available to Authorized Purchasers.

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



Return Policy: Lawson Products has a standardized return policy. If you are not satisfied with a product, please contact us. We will promptly provide an exchange or refund for products returned (except for custom and hazardous materials) within ninety days of shipment that are in original packaging and in resalable condition.

Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local sales representative. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson Products will credit the customer immediately.

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Facilities MRO and Industrial Supplies

Between **State of Iowa** and
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SIGNATURE

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

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

CONTRACTOR:

Michael Drinane
Michael Drinane (Nov 15, 2024 15:30 CST)

Signature

Michael Drinane

Printed Name

VP - Strategic Accounts & Government Sales

Title

11-15-2024

Date

PARTICIPATING ENTITY:

Paul Manges
Paul Manges (Nov 15, 2024 15:31 CST)

Signature

Paul Manges

Printed Name

Purchasing Agent

Title

11/15/2024

Date

Lawson PA Unsigned 11.15.24 Rev.1

Final Audit Report

2024-11-15

Created:	2024-11-15
By:	Paul Manges (paul.manges@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARzBEGugWdDzdx7-TP9O6DAx0SmESK4bU

"Lawson PA Unsigned 11.15.24 Rev.1" History

-  Document created by Paul Manges (paul.manges@iowa.gov)
2024-11-15 - 4:42:44 PM GMT- IP address: 165.206.169.150
-  Document emailed to mike.drinane@lawsonproducts.com for signature
2024-11-15 - 4:45:06 PM GMT
-  Email viewed by mike.drinane@lawsonproducts.com
2024-11-15 - 4:58:18 PM GMT- IP address: 12.7.218.37
-  Signer mike.drinane@lawsonproducts.com entered name at signing as Michael Drinane
2024-11-15 - 9:30:00 PM GMT- IP address: 12.7.218.37
-  Document e-signed by Michael Drinane (mike.drinane@lawsonproducts.com)
Signature Date: 2024-11-15 - 9:30:02 PM GMT - Time Source: server- IP address: 12.7.218.37
-  Document emailed to Paul Manges (paul.manges@iowa.gov) for signature
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-  Document e-signed by Paul Manges (paul.manges@iowa.gov)
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