

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	PARTICIPATION AGREEMENT AMENDMENT	
	Participation Agreement No.:	02620
CXT Incorporated 606 N. Pines Rd Ste 202 Spokane, WA 99206	Amendment No.:	1
	Effective Date:	02-15-2025

**FIRST AMENDMENT
TO
PARTICIPATION AGREEMENT No. 02620
RESTROOM AND SHOWER FACILITY SOLUTIONS
SOURCEWELL #081721-CXT**

This First Amendment (“Amendment”) to Washington Participation Agreement No. 02620 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 CXT Incorporated, a Delaware Corporation (“Contractor”) and is dated and effective as of February 15, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Participation Agreement No. 02620 dated effective as of December 27, 2021 (“Participation Agreement”).
- B. The Parties now desire to amend the Participation Agreement to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- C. The amendment set forth herein is within the scope of the Participation Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Participation Agreement, as follows:

1. PAY EQUALITY. The following provision is added to the end of section 3 (STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT) as a new subsection:
 - 3.8 WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS. Contractor represents and warrants that, 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 Contractor's 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 Participation Agreement and any Purchaser hereunder similarly may suspend or terminate its use of the Participation Agreement and/or any agreement entered into pursuant to this Participation Agreement.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Participation Agreement is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Participation Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

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

**CXT INCORPORATED,
A DELAWARE CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Gary Burger*
Name: Gary Burger
Title: Director of Commercial Operations
Date: 2-11-25

By: *Jaimie Bacon*
Name: Jaimie Bacon
Title: Enterprise Contracts & Procurement Specialist
Date: 2/11/2025