

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD  
ARLINGTON, VIRGINIA 22201

**NOTICE OF CONTRACT RENEWAL**

TO: FASTENAL COMPANY  
2001 THEURER BOULEVARD,  
WINONA, MN 55987

DATE ISSUED: MAY 5, 2020

CONTRACT NO: 19-293-R

CONTRACT TITLE: MIRO SUPPLIES

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**THIS IS A NOTICE OF CONTRACT EXTENSION AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL  
THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.**

This is your notice that the above referenced contract has been renewed. The "Contract Term" covered by this Notice of Contract Renewal is effective April 1, 2019 and expires June 30, 2023 subject to any modifications as provided for in the Contract Documents.

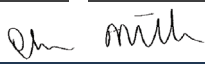
The Contract Documents consist of the terms and conditions of Arlington County Agreement No., 19- 293-R including any exhibits, attachments or amendments thereto.

ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN UNCHANGED.

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**VENDOR CONTACT: ADAM MELTON**

**TELEPHONE NO:** (804) 381-2186

**SIGNATURE:** 

**EMAIL ADDRESS:** amelton@fastenal.com

**DATE:** May 20, 2020

**COUNTY CONTACT: IVAN COLLAZO**

**TELEPHONE NO:** (703) 228-7037

**EMAIL ADDRESS:** icollazo@arlingtonva.us

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**CONTRACT AUTHORIZATION**

Procurement Officer/ FRANCINE MORRIS

**SIGNATURE:** 

**DATE:** 5/22/2020



COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1  
TO  
CONTRACT NUMBER E194-80584  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
FASTENAL COMPANY

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Fastenal Company, a Minnesota corporation, hereinafter referred to as the "Contractor" or "Fastenal", relating to the modification of Contract E194-80584 effective November 1, 2018, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract. All changes are effective April 1, 2019 and shall be included in any subsequent modifications.

**A. Reference:** Contract E194-80584, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract until June 30, 2023 per NASPO Amendment No. 3 to Master Agreement #8497.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-80584 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**FASTENAL COMPANY**  
BY: [Signature]  
NAME: William Drazkowski  
Printed Name  
TITLE: EVP  
DATE: 3-26-19

**COMMONWEALTH OF VIRGINIA**  
BY: [Signature]  
NAME: Monique Curley, CPPB, VCO, VCA  
Printed Name  
TITLE: Lead Statewide Sourcing & Contracting Officer  
DATE: 3/27/19

**AMENDMENT No. 3 to  
MASTER AGREEMENT# 8497**

I. This is Amendment No. 3 to Master Agreement #8497 dated April 25, 2018, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and Fastenal Company hereafter called "Contractor." This amendment is effective on the date it has been signed by both parties.

II. The Master Agreement is hereby amended as follows:

Master Agreement #8497 term is hereby extended to June 30, 2023.

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this Amendment, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**CONTRACTOR: FASTENAL COMPANY:**

By: W. H. J. R. E.V.P. 3/15/2019  
Name: Title: Date

**DEPARTMENT OF ADMINISTRATIVE SERVICES PROCUREMENT SERVICES, On behalf of  
the member states of the NASPO ValuePoint Cooperative Purchasing Program:**

Approved By: [Signature] SPA 3/15/19  
Name: Title: Date

**APPROVED PURSUANT TO ORS 291.047: Not Required as per OAR 137-045-0050**



COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

**Contract Number E194-80584**  
**Facilities Maintenance, Repair & Operations (MRO) and Industrial Supplies**

1	CONTRACT PERIOD	November 1, 2018 through June 30, 2023
2	CONTRACT TYPE	Optional
3	PURPOSE	New Contract
4	RENEWAL OPTIONS REMAINING	N/A
5	COMMODITY CODE	91000
6	AUTHORIZED USERS	Commonwealth of Virginia state agencies, localities, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-4301
7	eVA VENDOR ID # and CONTRACTOR	E10199 – Fastenal Company
8	CONTRACTOR CONTACT	See Page 4
9	MINIMUM ORDER	\$0.00
10	TERMS	Net 30
11	DELIVERY	Same day for in stock items
12	DPS CONTRACT OFFICER	Monique Curley, CPPB, VCO, VCA   804-786-5412 Monique.curley@dgs.virginia.gov

**ORDERING INSTRUCTIONS**

- Mandatory Sources/Contracts:** If an item is contained on a Mandatory Source or Mandatory Statewide Contract and is also available on this Optional Use Contract then the item **must** be purchased through the existing Mandatory Source or Mandatory Statewide Contract for all departments, institutions and agencies of the Commonwealth of Virginia that are required to purchase from Mandatory Sources or Mandatory Statewide Contracts.
- Ordering Method:** Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this Contract **must order items by issuing purchase orders through eVA.** The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor. If this Contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they **must place all purchase orders through eVA.**
- Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor name and location (eVA Vendor ID#), Contract item number, full item description and the Contract unit price. The exact Contract number, as shown on page 1, **must** be inserted in the Contract number field for each line item of the eVA requisition. Purchase orders not bearing the correct Contract number in the appropriate location will be non-compliant and may not be considered a purchase against this Contract.
- Ordering Entity Acceptance:** Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving entity.
- Complaints:** Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the Contractor, with a copy sent to DPS to the address shown on the form. Contractors shall also use this form to initiate complaints concerning entities. This form may be

downloaded from the internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) (Click on the Buyer tab, then on "Procurement Complaint Form").

A COMPLETE COPY OF THIS CONTRACT AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov) under the State Contracts webpage. This Contract is a result of a competitive bid program and its use is **OPTIONAL** for authorized users.

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**I. RECONTRACTOR INFORMATION**

<b>Contractor Name</b>	<b>eVA Vendor ID#</b>	<b>Location Address</b>	<b>Contact Information</b> (Name, Phone, and Email)
Fastenal Company	E10199	237 Elliott Avenue Charlottesville, VA 22903	Bill Franssen Phone: 757-342-6123 Email: <a href="mailto:wfransse@fastenal.com">wfransse@fastenal.com</a>

## II. eVA ORDER INSTRUCTIONS

**The required ordering method is by use of eVA.** The following instructions are provided as a guide to assist with requisition/order entry. Purchase orders not bearing the correct Contract number are non-compliant to the Contract ordering instructions and may not be considered as a purchase against this Contract.

### A. Creating a Catalog order

1. Log in to your eVA account.
2. On the left side of the screen, click **"e-Mail"**
3. On the left side of the screen, click <Create><Requisition>
4. Fill in header information.
5. Click "next."
6. In the top white box type in the contract number **"E194-80584"** provided in the contract line description.
7. Next, click "search."
8. Using the options to the far left, select the appropriate **"Supplier"**.
9. Search the right side of your screen for the item description/supplier part number (*i.e.* Supplier Part # = 101-1002-2). Select **"Add to Cart"** to add the item to your requisition.
10. Next click "checkout", verify the information included in the request and click "submit".

### B. Creating a Non-Catalog order

1. Follow steps 1-5 as listed above in *"Creating a Catalog order"*
2. Locate and click on the **yellow** button **"Create Non-Catalog Item"**.
3. Enter "Full Description" of each item including supplier part number/model number, size, and color.

It is imperative that Non-Catalog orders correctly include the Supplier/Contractor's name and location (eVA Vendor ID#), the correct Contract number, the correct Contract item number and the correct Contract unit price. The Contract number **must** be inserted in the *"Contract #"* field for each line item of the eVA requisition. Once the required information is entered, click "OK".

### **III. DISCOUNT STRUCTURE & PRICING SCHEDULE**

#### **DISCOUNT STRUCTURE**

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	30%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies)	25%
3. Fasteners	57%
4. Material Handling	25%
5. Plumbing	30%
6. Power Source	30%
7. Outdoor Garden	25%
8. Lamps & Lighting and Ballasts	30%
9. HVAC	30%
10. Hand Tools	25%
11. Power Tools (excluding automotive related tools and products)	25%
12. Electrical	30%
13. Paint	25%
14. Security	30%
15. Safety (does not include any public safety equipment)	30%

#### **PRICING SCHEDULE**

The Fastenal Market Basket Pricing (Excel spreadsheet) reflects a selection of commonly purchased goods to be provided to the Commonwealth under this Contract. This schedule represents the Contractor's all-encompassing fees for the goods. This list is not all-inclusive. Any items categorized by the discount structure above shall also be considered part of the Contract.

#### **IV. AUTHORIZED RESELLER ORDERING INSTRUCTIONS**

##### **A. DISTRIBUTOR ALLIANCE PROGRAM (DA) AUTHORIZED RESELLERS**

Authorized Users have the option to purchase products from Fastenal or from its Distributor Alliance Program (DA) Authorized Resellers. The Distributor Alliance Program is Fastenal's diverse business reseller program through which Fastenal has established authorized channels of distribution for its products with carefully selected and qualified small and diverse businesses with the capability, reliability, experience and expertise in delivering the types of goods and services provided under the Contract. Authorized Users may utilize the DA Authorized Resellers in pursuit of promoting and achieving their supplier diversity spend requirements and goals. The DA Authorized Resellers operate independently from Fastenal; however, Authorized Users can be assured of receiving Contract pricing and Contract terms and conditions with the same high level of customer service and performance. Fastenal's full catalog is available through its DA Authorized Resellers which is fully responsible for all customer service activities in connection with an order including shipment, delivery and invoicing the Authorized User.

##### **B. HOW TO ORDER AND RECEIVE PRODUCTS FROM AUTHORIZED RESELLER:**

1. Catalog Orders: Authorized Users **must** process eVA orders directly to the Authorized Reseller using the Authorized Reseller's eVA punch-out catalog;
2. Non-Catalog Orders: Each line item of the requisition must be identified with the Authorized Reseller's name and location (eVA Vendor ID#), Contract item number, full item description and Contract price. The Contract number **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct Contract number in the correct field will be non-compliant and may not be considered a purchase against this Contract.
3. Authorized Resellers submit invoices to the Authorized Users;
4. Authorized Users remit payment directly to the Authorized Resellers and not to Grainger; and
5. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of Authorized Reseller's invoice is the responsibility of the Authorized User receiving the goods and services.

##### **C. FASTENAL'S AUTHORIZED RESELLER INFORMATION:**

1. Active Threat Solutions, LLC  
341 Kilmayne Drive, Suite 201

Cary, NC 27511

Contact: Amy Edge, 919-906-7999, [amy.edge@active-threat-solutions.com](mailto:amy.edge@active-threat-solutions.com)

eVA Vendor ID# VS0000248210

DSBSD-certified small, women-owned micro business

**MASTER AGREEMENT # 8497  
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**Facilities Maintenance and Repair &  
Operations (MRO) and Industrial Supplies**  
Lead by the State of **Oregon**

Master Agreement #: 8497

Contractor: **Fastenal Company**

Participating Entity: **Commonwealth of Virginia**

The following Goods or services are included in this Addendum:

- All Goods and accessories listed in Exhibit B to NASPO ValuePoint Master Agreement.

The following Goods or services are not included in this Addendum:

- Office and Breakroom Supplies
- Security

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions, private colleges and other entities authorized to use statewide contracts in the Commonwealth of Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Monica Nelton

Address: 4730 N. Service Drive, Winona, MN 55987

Telephone: 507-313-7633

Fax: 507-453-7145

Email: mnelton@fastenal.com

Participating Entity

Name: Monique Curley

Address: 1111 E. Broad Street, 6<sup>th</sup> Floor, Richmond, VA 23219

Telephone: 804-786-5412

Fax: 8041-786-5712

Email: [Monique.curley@dgs.virginia.gov](mailto:Monique.curley@dgs.virginia.gov)

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", §2.2-4300 et seq. of the Code of Virginia), including Article 6 (Ethics in Public Contracting), shall apply to any Participating Addendum entered into between the Contractor and a Virginia public entity under the Master Agreement.

4.2. VENDORS MANUAL

This Participating Addendum is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Participating Addendum in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under the "I Sell to Virginia" tab.

4.3. APPLICABLE LAWS AND COURTS

This Participating Addendum shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the order of the Participating Addendum or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.4. ANTI-DISCRIMINATION

The Contractor certifies that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment

Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the Participating Addendum is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Participating Addendum on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Participating Addendum over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this Participating Addendum, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - 4. The requirements of these provisions A. and B. are a material part of the Participating Addendum. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this Participating Addendum for breach, or at its option, the whole Participating Addendum. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Participating Addendum is terminated.
  - 5. In accordance with Executive Order 61 (2017), a prohibition on

discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Participating Addendum.

- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.5. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this Participating Addendum or its Master Agreement with the Lead State or other entity that conducted the procurement upon which this Participating Addendum is based and that it has not offered or received any kickbacks or inducements from any other bidder, offeror, supplier, manufacturer or subcontractor in connection with this Participating Addendum or procurement. The Contractor also certifies it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Participating Addendum with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Participating Addendum for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.7. DEBARMENT STATUS

By participating in this Participating Addendum, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the Master Agreement or Participating Addendum. The Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

4.8. ANTITRUST

By entering into a Participating Addendum, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating

to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Participating Addendum.

#### 4.9 PAYMENT

##### A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Participating Addendum, that are to be paid for with public funds, shall be billed by the Contractor at the Master Agreement price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and - 4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

##### B. To Subcontractors:

1. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor under this Participating

Addendum is hereby obligated:

- (a) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Participating Addendum; or
- (b) To notify the Commonwealth and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- 2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Participating Addendum) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (1.b.) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the Participating Addendum. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- C. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

4.10. PRECEDENCE OF TERMS

The following Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, PAYMENT shall apply in all instances.

4.11. ASSIGNMENT OF PARTICIPATING ADDENDUM

The Participating Addendum shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

From time to time, the Contractor and the Commonwealth may agree that the Contractor will assign some of its obligations and rights to a third party. The Contractor shall, along with any request to assign any portion of those rights or obligations to another party, provide the Commonwealth a description of the obligations and rights it requests to assign, and the names, qualifications, and experience of their proposed assignees. The Contractor shall remain fully liable and responsible for the performance of its assignees and shall assure compliance with all requirements of the Participating Addendum. The Commonwealth also reserves the right to rescind any such agreement.

Purchasing Entities may place purchase orders for Master Agreement items

through one of the Contractor's Authorized Resellers. Authorized Resellers shall provide equivalent Master Agreement pricing and shipping terms, adhere to Contractor's policies and serve at its discretion. Purchasing Entities will place purchase orders in eVA using the Authorized Reseller's punch-out catalog. Purchasing Entities will be invoiced by the Authorized Reseller and will submit payment directly to the Authorized Reseller. After payment by the Commonwealth to the Authorized Reseller, Contractor will seek payment from the Authorized Reseller and not the Commonwealth. The Contractor shall pay the Department of General Services (DGS) the Surcharge Adjustment Fee (SCA) for sales made through the Contractor's designated Authorized Reseller(s) for Master Agreement items in addition to sales made directly to the Contractor.

4.12. CHANGES TO THE PARTICIPATING ADDENDUM

Changes can be made to the Participating Addendum in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the Participating Addendum. Any additional goods or services to be provided shall be of a sort that is ancillary to the Master Agreement goods or services, or within the same broad product or service categories as were included in the Master Agreement award. Any increase or decrease in the price resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Participating Addendum.
- B. The Purchasing Entity may order changes within the general scope of the Participating Addendum at any time by written notice to the Contractor. Changes within the scope of the Participating Addendum include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Entity of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Entity's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Entity decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Entity a credit for any savings. Said compensation shall be determined by one of the following methods:
  - 1. By mutual agreement between the parties in writing; or
  - 2. By agreeing upon a unit price or using a unit price set forth in the

Master Agreement, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Entity's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Master Agreement. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Entity with all vouchers and records of expenses incurred and savings realized. The Purchasing Entity shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Entity within thirty (30) days from the date of receipt of the written order from the Purchasing Entity. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Participating Addendum or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Participating Addendum shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Entity or with the performance of the Participating Agreement generally.

#### 4.13. DEFAULT

In case of failure to deliver goods or services in accordance with the Master Agreement or Participating Addendum terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

#### 4.14. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Participating Addendum shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the Participating Addendum are not exempt, the

Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

4.15. INSURANCE

The Contractor certifies that it will have the following insurance coverage at the time the Participating Addendum is executed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Participating Addendum and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Participating Addendum shall be in noncompliance with the Participating Addendum.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the Participating Addendum. Contractor must assure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.)

4.16. DRUG-FREE WORKPLACE

During the performance of this Participating Addendum, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a Master Agreement awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Master Agreement.

4.17. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in this Participating Addendum because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Participating Addendum is not in its best interest. If the Participating Addendum is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Participating Addendum objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.18. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Contractors must register in eVA and pay the Vendor Transaction Fees specified below.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

A. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

B. Refer to Term and Condition "eVA Orders and Participating Addendum" to identify the number of purchase orders that will be issued as a result of this Participating Addendum with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

4.19. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Participating Agreement.

4.20. PRICE CURRENCY

All prices shall be in US dollars.

4.21. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a Participating Addendum with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Participating Addendum. The Commonwealth may void any Participating Addendum with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.22. AUDIT

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4.23. CANCELLATION OF PARTICIPATING ADDENDUM

The Commonwealth reserves the right to cancel and terminate any resulting Participating Addendum, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Participating Addendum period is for more than 12 months, the resulting Participating Addendum may also be terminated by the Contractor, without penalty, after the initial 12 months of the Participating Addendum period upon 60 days written notice to the other party. Any Participating Addendum cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4.24. eVA ORDERS AND PARTICIPATING ADDENDUM

It is anticipated that the Participating Addendum will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee assessed for each order. Purchasing Entities **must** order goods and/or services available from the Participating Addendum by issuing an order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this Participating Addendum is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to terminate this Participating Addendum for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

4.25. RENEWAL OF PARTICIPATING ADDENDUM

This Participating Addendum may be renewed by the Commonwealth upon written agreement of both parties for one year/four (4) successive one year periods, under the terms of the current Participating Addendum, and at a reasonable time (approximately 90 days) prior to the expiration.

4.26. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Purchasing Entity shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. Any documents signed by persons other than the Director, Division of Purchases & Supply or his/her authorized designee as identified herein shall have no validity or effect upon the Participating Addendum.

4.27. LOBBYING AND INTEGRITY

The Contractor shall not, in connection with this or any other Participating Addendum with the Commonwealth, directly or indirectly (1) offer, confer, or

agree to confer any pecuniary benefit on anyone as consideration for any Commonwealth of Virginia officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state or public officer or employee.

Upon request of the Commonwealth, the Contractor shall provide any type of information the Commonwealth deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described in the Master Agreement.

#### 4.28 MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Contractors should note that acceptance of payment by purchase card is **mandatory**.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Purchase Card is indicated below.

Level 1 - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept the Purchasing Card.

- Customer Code (PCO Number from eVA); and
- Vendor Tax ID

Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 **(optional)** data which is considered "Superior Data", the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

4.29. DELIVERY TO CORRECTIONAL INSTITUTIONS

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods to correctional institutions, especially if the delivery location is within the secured perimeter.

- A. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering agency, which may reach beyond the scope of this Participating Addendum.
- B. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays there from.
- C. There shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
- D. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
- E. No weapon, alcohol, drugs or medication of any type is allowed on State property.
- F. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- G. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
- H. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
- I. All persons entering the prison complex are subject to being searched.
- J. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
- K. An institutional employee may be designated as liaison person between

the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.

- L. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
- M. All Contractor's employees shall have a valid identification with photograph at all times for identification that is acceptable to the Institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the Institution without valid identification.

The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise is impaired.

#### 4.30. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completely supervising and directing the work under this Participating Addendum and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Participating Addendum shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

#### 4.31. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified in the Participating Addendum, the Contractor shall furnish the Commonwealth the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Participating Addendum.

#### 4.32. WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Participating Addendum shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

#### 4.33. REPORTING REQUIREMENTS AND SURCHARGE ADJUSTMENT (SCA) FEE

- A. CONTRACTOR'S QUARTERLY REPORT OF SALES: Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit information in the required format and time

may result in cancellation of the Participating Addendum.

- B. SURCHARGE ADJUSTMENT FEE: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Participating Addendum. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:  
DGS/Division of Purchases and Supply  
ATTN: SCA Coordinator  
PO Box 1199  
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia and the Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: [yssireport@dgs.virginia.gov](mailto:yssireport@dgs.virginia.gov). Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of the Participating Addendum.

C. SCHEDULE:

<u>Sales Report Period</u>	<u>Sales Months</u>	<u>Quarterly Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th
 <u>SCA Fee Period</u>	 <u>Sales Months</u>	 <u>Quarterly Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th

2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

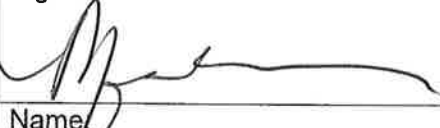
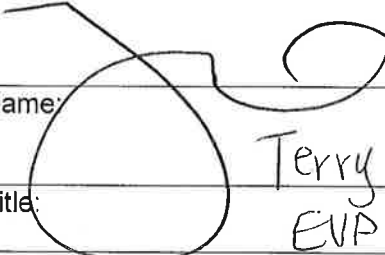
D. The Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide all documentation necessary for any performance audit(s), as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

5. ***"Reserved"***

6. Subcontractors: All contactors, dealers, and resellers authorized in the Commonwealth of Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>Commonwealth of Virginia</i>	Contractor: <i>Fastenal Company</i>
Signature: 	Signature: 
Name: <i>Monique Curley</i>	Name: <i>Terry Owen</i>
Title: <i>Statewide Sourcing &amp; Contracting Officer</i>	Title: <i>EVP</i>
Date: <i>9/26/18</i>	Date: <i>9-14-18</i>

NASPO ValuePoint

Cooperative Development Coordinator:  
Telephone:  
Email:

Shannon Berry  
775-720-3404  
sberry@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.]***



**NASPO ValuePoint Master Agreement #8497  
for  
Facilities Maintenance and Repair & Operations (MRO) and  
Industrial Supplies**

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Fastenal Company ("Contractor"). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

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**1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit A;

(2) NASPO ValuePoint Master Agreement and its exhibits:

Terms and conditions of the Master Agreement, then its exhibits, to be interpreted in the following order:

- Exhibit C - Provisions Required by Federal Law
- Exhibit B - Description of Products, Price, and Services
- Exhibit B-1 - Vending Machine Offerings
- Exhibit B-2 - Percentage Off Discounts
- Exhibit E - Contractor Branch Listings
- eMarket Center Addendum
- Exhibit D - NASPO ValuePoint Detailed Sales Data Report Form
- Exhibit A - Sample Participating Addendum
- Exhibit F - Green Policy Statement
- Exhibit G - Recycling Programs

(3) A Purchase Order issued against the Master Agreement;

(4) Any terms and conditions provided electronically or online or as part of Product materials or descriptions or guidelines; and

(5) Any Contractor's online or third party terms and conditions.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

## 2. Definitions

**Acceptance** means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

**Acceptance Testing** means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

**Contract** means any Order or Purchase Order or other agreed upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Environmentally Preferable Product** means products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Purchasing Program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.)

for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

**Product** means any equipment, software (including embedded software), supplies, materials, commodities, goods, documentation or other deliverable supplied, offered, or created by the Contractor pursuant to this Master Agreement as described on Exhibits B and B-1. The term Products, supplies, and products are used interchangeably in this Master Agreement.

**Purchasing Entity or Customer** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**Services** means installation and additional services as defined in the Master Agreement.

### **3. Term of the Master Agreement; Non-exclusivity**

a. The initial term of this Master Agreement is for one (1) year. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Products or Services or both through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any specific number of Contracts will be issued or that any specific amount of Products or Services will be required.

## **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

## **5. Participants and Scope**

a. Contractor may not deliver Products and Services under this Master Agreement until a Participating Addendum, in a form substantially similar to Exhibit A attached hereto and acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this

Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## 7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit D.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-

exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that its sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of the effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders

from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

## **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

## **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

All prices and rates set forth in Exhibits B and B-1 (and the online catalog) must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Contractor shall apply the appropriate discounts as set forth on Exhibit B-2.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **13. Ordering**

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The Products, Services or Supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including the Federal Terms and Conditions set forth in Exhibit C.

## **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure

period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance 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. After 45 days the Contractor may assess overdue account charges the highest rate permitted by applicable law per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. If Contractor is not the manufacturer of the product Contractor shall pass through all manufacturer's warranty to Purchasing Entity. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

## **19. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **20. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

## **General Provisions**

### **21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names Oregon, and the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **22. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes

(other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and

volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as

described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any

combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **35. Governing Law and Venue**

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by

and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 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. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **38. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

### **Authorized Signatures:**

Contractor: FASTENAL COMPANY

By: [Signature]

Title: Senior Executive Vice President Date: 4-25-2018

The State of Oregon acting by and through its Department of Administrative  
Services, Enterprise Goods and Services,  
Procurement Services

By: [Signature]

Title: State Procurement Analyst Date: 4/25/18

Approved pursuant to ORS 291.047

Oregon Department of Justice

By: Karen Johnson via email

Sr. Assistant Attorney General

Date: April 24, 2018

## **eMarket Center Appendix to NASPO ValuePoint Master Agreement**

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update every six months to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following

conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

**(August 2017)**

# Exhibit A to NASPO ValuePoint Master Agreement

## SAMPLE PARTICIPATING ADDENDUM

### MASTER AGREEMENT # 8497 FORM PARTICIPATING ADDENDUM

NASPO ValuePoint  
PARTICIPATING ADDENDUM

**Facilities Maintenance and Repair &  
Operations (MRO) and Industrial Supplies**  
Lead by the State of Oregon



Master Agreement #: 8497

Contractor: **Fastenal Company (Contractor)**

Participating Entity: **State of XXXXX**

The following Goods or services are included in this Addendum:

- Removable Example: All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following Goods or services are not included in this Addendum:

- Removable Example: Product modifications.
- Removable Example: Installation services.

#### **Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

*[Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.]*

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *[xxxxxxx]*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:  
Address:  
Telephone:  
Fax:  
Email:

Participating Entity

Name:  
Address:  
Telephone:  
Fax:  
Email:

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

*[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]*

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 5 as "**Reserved**".]*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement

unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.]***

# **Exhibit B to NASPO ValuePoint Master Agreement**

## **Description of Products, Price, and Services**

1. Products: Contractor may provide Products and Services from the following categories:

- Janitorial Equip. & Supplies (does not include Sanitation Cleaning Chemicals)
- Sanitation Cleaning Chemicals (does not include Janitorial Equipment & Supplies)
- Fasteners
- Material Handling
- Plumbing
- Power Sources
- Outdoor Garden
- Lamps, Lighting, Ballasts
- HVAC
- Hand Tools
- Power Tools (excluding automotive related tools and products)
- Electrical
- Paint
- Security
- Safety (does not include any public safety equipment)

Purchasing Entities may access Contractor's catalog for above products at link:  
<https://www.fastenal.com/login>

2. Services:

2.1           ESB/MBE/WBE/DV & DBE Programs:  
Contractor recognizes the many opportunities small and diverse businesses provide as our suppliers, vendors and strategic customers. Our Supplier Diversity program facilitates the demand for small business advocacy among city/state/local government. Understanding this demand helps Contractor provide opportunities to small and diverse businesses in the United States.

### 2.1.1 2nd Tier Program:

Contractor has committed to building relationships with, and purchasing

goods and services from, qualified small and diverse businesses to the maximum extent possible while meeting our standards for quality and reliability. This program is not limited to just Woman-Owned and Minority-Owned Business Enterprises; we also support and offer products supplied by Small Businesses, Small Disadvantaged Businesses, Veteran-Owned and Service Disabled Veteran-Owned Businesses, and HUB Zone certified businesses. No matter the request or certification criteria, Contractor's Supplier Diversity team can help.

#### 2.1.2 1st Tier Authorized Reseller Program:

Certain projects, contracts and companies have a very high demand for diversity spend. Our 1st tier program establishes strategic alliances with diverse businesses serving as authorized channels of distribution for Fastenal's products and services. Contractor's 1st tier program features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications, including Small Business (SBE), Small Disadvantaged Business (SDB), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Woman Business Enterprise (WBE), Small Veteran-Owned Business (SVOB), Small Disabled Veteran-Owned Business (SDVOB), HUB Zone Business (HUB)

## 2.2

### Growth Incentives:

Contractor's pricing includes contract incentives, a fixed category discount structure, market basket pricing that is firm for 12 months, pre-paid standard ground shipping, product warranties, and inventory management solutions.

#### 2.2.1

Contractor is offering an aggressive Growth Incentive Program for the Participating State in order to have the ability to not only bring value to their supply chain, but encourage participation with activities which will provide even greater savings through program compliance. The incentive structure provided through Contractor will act as a tool for the Purchasing Entity to assist with driving compliance to the operations within their organization that can reduce the operational expense involved with the supply chain.

#### 2.2.2 Growth Incentive Program Choices:

1. Single Award
2. Multiple Award with Fasteners & Safety Categories Single Award
3. Multiple Award
4. Multiple Award with incentive for Political Subdivision / Higher Education to select Single Award

Contractor will work with each Purchasing Entity to analyze which incentive program will maximize the value within the supply chain

structure they wish to implement. The Purchasing Entity will have the opportunity to analyze and identify the program which creates the greatest value in relation to their individual needs with the participating addendum.

- 2.3 The quality and availability of recycling or other sustainability programs, including products or services offered:

Contractor will work with the Purchasing Entity to better enable the State to achieve sustainability goals established by the State.

- 2.4 The quality and availability of recycling or other sustainability environmental conservation programs, including products and/or services offered:

Contractor will work closely with the Purchasing Entity to identify and implement environmental conservation programs.

- 2.5 The number of available green environmentally preferable products that meet the solicitation's specifications available, showing a robust supply of green/sustainable products:

Contractor's robust green and sustainable offering includes more than 46,000 products.

Green products are clearly marked with the Fastenal "green" icon to the right, indicating that the item offers environmental benefits according to either a 3<sup>rd</sup> party certifying agency (EcoLogo, Green Seal, etc.) or information provided by the manufacturer. You can search for available green products in each category on Fastenal.com (under Promotions & Special Interests). Contractor also offers an eCatalog of green product solutions found at: Fastenal.com > Products > Green Items.

- 2.6 Recycling Programs:

- Ink & Toner Cartridge Recycling – Fastenal also offers simple, convenient recycling of printer cartridges. Let us do the work for you; it's easy, quick and free.
- RecyclePak® – When the container is full, simply ship it out – it's prepaid. Fastenal offers a wide range of RecyclePak packaging to meet your hazardous material recycling needs.

- 2.7 Contractor's Standard Return Policy:  
Contractor must approve cancellation of any order prior to shipment. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchasing Entity. Any cancellation or returns

accepted after 30 days may be subject to a restocking fee and other charges, for which the Purchasing Entity shall be responsible. All returns should be made to a Fastenal branch or as otherwise designated by Fastenal, and must be in resalable condition and accompanied with an Invoice.

Sourced Items ordered and delivered to the Purchasing Entity may be non-returnable and non-refundable. Sourced Items that have been ordered by the Purchasing Entity and are non-cancelable by the manufacturer, Purchasing Entity must accept and pay for the delivered quantities, excluding non-conforming items. If Purchasing Entity requests to cancel a Sourced Item order prior to shipment or delivery, Seller will exercise reasonable commercial efforts to discontinue the production of the items by the manufacturer. However, Purchasing Entity will be responsible for any restocking fee or costs imposed by the manufacturer related to the cancellation of the Sourced Item. In the event the Purchasing Entity requests Seller to stock and maintain an inventory of certain quantities of Sourced Item for Purchasing Entity, Purchasing Entity agrees to purchase all remaining Sourced Items maintained by Seller in its inventory at the time the purchase order or contract is terminated or within thirty (30) days after Purchasing Entity discontinues use of the Sourced Item.

## 2.8 Distribution points:

Fastenal's distribution footprint allows for delivery schedules of 24 to 48 hours on many in-stock items by offering same-day service in 2,100+ local markets. Contractor has the ability to cost-effectively operate local branches in not only major cities but also small towns and rural areas across North America, positioning dedicated service teams and customized inventory minutes away from the Purchasing Entity locations.

Contractor's branch-based service model enables Fastenal to:

- Stock product locally for immediate availability;
- Tailor local branch inventory to match Participating State's needs;
- Manage Purchasing Entities inventory to lower their total cost of ownership; and
- Provide industry leading in-person, flexible, value added customer service

Branches are serviced by the nearest of 17 Fastenal distribution centers throughout the U.S. through our company-owned fleet:

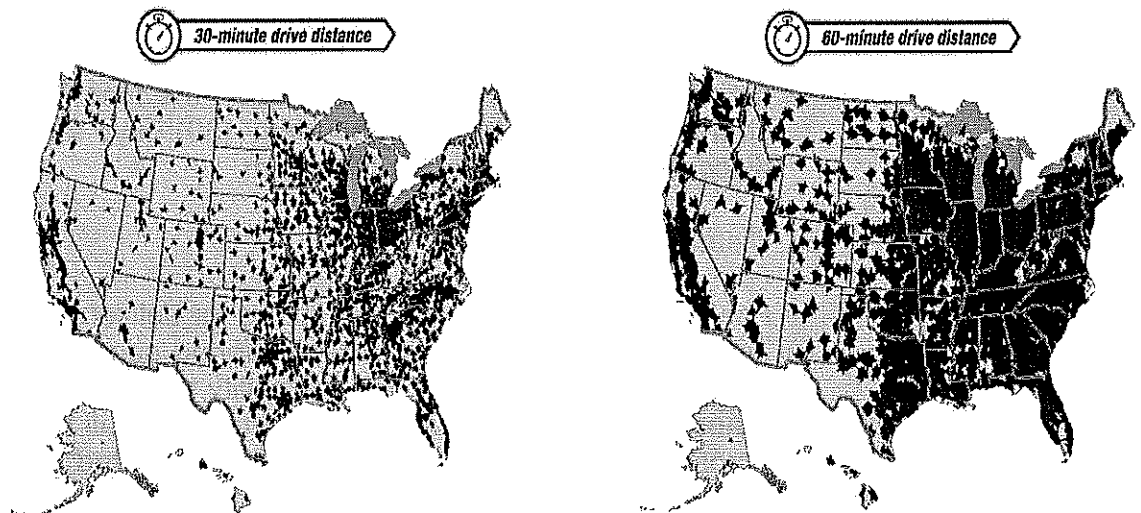
- Fleet Vehicles: 7,580
- Semis: 325
- Straight Trucks: 150
- Sprinters: 139

Contractor's U.S.-based distribution centers are located in Akron, OH;

Atlanta, GA; Denton, TX; Edwardsville, KS; High Point, NC; Houston, TX; Indianapolis, IN; Jessup, PA; Lakewood, WA; Leominster, MA; Modesto, CA; Orlando, FL; Pearl City, HI; Salt Lake City, UT; Spokane Valley, WA; and Winona, MN.

Contractor is able to offer same-day **inside delivery** in 2,100+ local markets by a local Fastenal customer service representative, something no other industrial supplier can do. The key to this solution has been our ability to cost-effectively operate local branches in not only major cities but also small towns and rural areas across North America, positioning dedicated service teams and customized inventory minutes away from the Purchasing Entity locations.

The maps below show the area our local branch teams can service within 30 minutes and 60 minutes. If Purchasing Entities have a need, Fastenal can generally fulfill the need within the hour.



2.9 Scope of geographical coverage offered:

Contractor is offering coverage of all 50 states, Puerto Rico, and Guam.

2.10 Accurate and meaningful marking of green products in the on-line catalog when applicable:

Contractor provides accurate and meaningful labeling of environmentally preferable products offered in our on-line catalog through the green leaf symbol to the right.



3. Additional Services:

3.1 Contract Management Retail Store/Will Call Availability:

Contractor branches are open 8:00am to 5:00pm Monday through Friday, local time. See Exhibit E Contractor's listing of branches incorporated by reference.

Contractor has trained and capable employees that will interact with the Participating Entity and has regional, senior, and executive management responsible for supporting the Purchasing Entity.

3.2 Reporting Capabilities Disaster Recovery Plan:

Contractor will provide reporting/analysis. Contractor will work with the Purchasing Entity to provide access to their order information, through various history reports, spend analysis, pricing audit, and various other reports.

Given the importance of data for information and reporting, it is critical that Contractor stores this information well. Contractor shall backup Data and transaction logs so that information can be restored in the event of hardware or other failure.

3.3 Web based ordering System:

Contractor's website at Fastenal.com is a state-of-the-art transactional website hosting the online catalog with visibility and access to:

- Descriptions
- Images
- Product Specifications
- CAD Drawings
- SDS Sheets
- Contract Price
- Shopping Cart
- Order History
- Product Availability
- Order Templates

The website is available from a traditional browser and via a mobile app for use by the Purchasing Entity that may be away from an office. Contractor offers punch out solutions to the Purchasing Entity that requires them.

3.4 Contractors point of contact information:

Contractor can be contacted at:

Toll Free: 877 507-7555

Email: [nasposupport@fastenal.com](mailto:nasposupport@fastenal.com)

Website: [www.fastenal.com/naspo-value-point](http://www.fastenal.com/naspo-value-point)

FAX: 866 664-1246

Remit to:  
Fastenal Company  
2001 Theurer Blvd.  
Winona, MN 55987

### 3.5 E- Commerce and Web Catalog Capabilities:

(1) Display contract pricing and multiple search options from narrow options to specific search criteria:

Contractor allows the Purchasing Entity to search and filter by the following attributes:

- product categories
- descriptions
- key words
- manufactures
- manufacturer part numbers
- industry part numbers
- competitor part numbers
- customer-specific part numbers
- green products

(2) On-line ordering capability:

Contractor hosts a state-of-the-art transactional website to process online orders. All orders are processed through your local branch and sales representative providing quick confirmation and seamless fulfillment on Products. The Purchasing Entity can order catalog items online through multiple time-saving functions.

- Product Search
- Customer Order Templates
- Electronic Quotes
- Fast Order Pad
- File Upload

(3) Order status and order tracking capabilities:

The Purchasing Entity can see the status of their orders at any time during the order process. The local branch can provide tracking information on branch-delivered parts and 3<sup>rd</sup> party tracking numbers are made available in status updates where applicable.

(4) Order history:

The Purchasing Entity can view their history of orders placed online. Order history can be reordered and edited for future use and commonly ordered items can be saved into order templates for ease of re-ordering.

In addition the Purchasing Entity has the power of FAST 360° to review their spend and evaluate it by time period, category, and location. The

Purchasing Entity may search for items previously purchased and utilize the data to see where the product went and the price previously paid.

(5) The Purchasing Entity can develop personal lists and profiles, and a secure means for storing procurement card information:

Contractor's website offers user profiles and user hierarchy. Each Participating Entity can manage and store account information such as shipping and billing locations, along with encrypted and secured procurement card information on a PCI Compliant website. In addition to storing card information, the Purchasing Entity can also store their favorite items in an order template or their frequently shipped to locations in My Addresses.

(6) Online help to use site should be available at minimum during normal work hours.

Support is available from both the local branch and a dedicated online support team. The Customer Service Center will be staffed from 8 a.m. to 5 p.m. in every time zone of the Participating States – toll free at 877-507-7555.

E-commerce support is available toll free at 877-507-7555 and [webhelp@fastenal.com](mailto:webhelp@fastenal.com).

(7) Technical data, illustrations, Safety Data Sheets (SDS), parts availability, and access to web-based product sourcing is required:

All products contain technical information in the form of product attributes, product descriptions, and detailed notes fields. This information can guide the Purchasing Entity by the type of product or the specific application of the product. Many products contain CAD Drawings and "Product Standards" informational PDF sheets which contain technical data such as chemical, mechanical, and performance information. The SDS sheets are available in the product detail page of the corresponding product. Additionally, the "Supply Chain" section on website shows availability at the local Fastenal branch. All products visible on Fastenal's website can be sourced in various manners.

(8) Allow viewers to view on line product availability by location.

All standard parts display product availability information and an estimated delivery range. When the Purchasing Entity is logged into their branch account, inventory from that branch is visible on the "My Branch" tab so they can easily shop the items that are available for same day pickup or delivery.

(9) Ability to block certain items or categories.

Products or categories may be restricted from purchase. Restricted items will be displayed as restricted and the Purchasing Entity is not allowed to purchase the items.

(10) Ability to accept "P-Card" payments.

Contractor has the ability to process Visa, MasterCard, and American Express LI, LII, and LIII transactions.

3.6 Electronic Data shall be stored for each Participating State in the following ways:

The electronic information for each state is securely stored and administered within various systems including point-of-sale (POS), contract management, and sales management system. All data is managed in accordance with Fastenal's cyber security protocols.

Contractor has a Business Continuity plan to outline their order processing and product distribution processes to accommodate such an event. This plan covers all aspects of their business, including corporate operations, distribution centers, and branches. Due to the sensitive and confidential nature of the technology controls and security measures utilized, a more detailed description of their security protocols can't be provided.

Contractor's approach to information security is based on a philosophy of continuous improvement that is informed through a risk-based evaluation of the people, processes, and technology used to safeguard our sensitive data and systems. Contractor utilizes various information technology security controls and processes to support operational activities including, but not limited to: security and computer operations management, service delivery and change management, secure software development, vulnerability management, strategy and planning, end-user computing, internal security audit, configuration management, risk management, incident response, disaster recovery, and business continuity planning. To ensure robust adoption of sound information security principles and governance, Contractor has chosen to align with industry best practice standards and frameworks such as CIS, NIST, ISO, and PCI, where applicable.

3.7 Forced Substitutions:

Contractor will not conduct forced substitutions. The local servicing branch will work directly with the Purchasing Entity to identify possible equivalent substitutions which will satisfy the Purchasing Entities needs.

3.8 Contract Management:

Contractor's Contract Management team helps implement contract

terms, conditions, pricing, and time lines for deliverables such as reporting, rebates, and additional discounts (if any). Contract Management works closely with Contractor's Vice President of Government Sales, the VP of Contract Development and Support, and the Director of Contract Management. The Master Agreement will be managed within Contractor's contract management system, a proprietary database that manages pricing, FOB terms, rebates, reporting, and other relevant terms.

The Contract Management team will be responsible for ensuring that the contract is correctly administered. The Contract Management System administers the Master Agreement (including any participating addendum unique terms, fees or reporting) to the Fastenal branch account, driving compliance via the Fastenal branch point of sale (POS) system. The Contract Management team will also manage the administration of contract amendment(s), extensions, price updates, and other administrative correspondence.

Contractor will provide all training specific to contract utilization, online ordering, product delivery, product returns, EPPs and customer service processes at no additional cost.

### 3.9

#### Shipping:

All shipments are to be delivered directly to the purchasing department/division address. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

- Purchasing Entity name;
- Delivery Address;
- Purchasing Entity and floor;
- Contact; and
- Telephone number.

A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

- Line item description;
- Date ordered;
- Quantity ordered;
- Quantity included in shipment;
- Any backordered items;
- Unit Price and extension;
- Number of parcels;
- Purchase Order Number;
- Purchasing Entity name; and
- F.O.B. Destination.

Contractor ensures that its Packing Slip references information important to the Purchasing Entity, including all of the fields identified

above. Furthermore, Contractor's product descriptions and part #s on the Packing Slip match exactly those on the product labels making for simple receipt and validation processes by the Purchasing Entity. Contractor can additionally identify the Purchasing Entity's item #, a customer's P.O. line number, and other relevant information on the Packing Slip.

Contractor's prices for all items associated with the Master Agreement are FOB Destination anywhere within the Participating States or geographic area.

Exception to FOB Destination:

- 1) Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for AK, HI, PR, & GU.
- 2) Sourced items and orders requiring special handling or expedited shipment. Items requiring an exception would be communicated to the Purchasing Entity prior to acceptance of a purchase order. Approved charges would be prepaid and billed to the Purchasing Entity.

Specify Guaranteed Delivery Time for In-Stock Items. Contractor's guaranteed delivery time for In-stock Items does not exceed 24 to 48 hours. Delivery times in AK, HI, PR, and GU may differ.

Specify Guaranteed Delivery Time for Non-Stock Items. Contractor's guaranteed delivery time for Non-stock Items does not exceed 10 days from the date of order. Delivery times in AK, HI, PR, and GU may differ.

### 3.10

Reporting Capabilities:

The Contractor shall provide information on all reports that are available without charge, to include a brief description of the report and the frequency. The Participating States may have additional reporting requirements. Contractor commits to providing consolidated reporting to the Purchasing Entity at frequencies they require or as requested.

Typical reporting includes, but is not limited to:

- Net Spend Report – showing spend per account under the contract.
- Usage Detail – showing invoice level part detail for each account under the contract.
- Concept Spend – showing contract spend within specific product categories.
- Executive Summary Report – multi-faceted contract level dashboard report including total spend, spend by product category, spend by agency type, accounts receivable, spend by individual account, cost savings (freight saved, invoice dollars saved, previous price paid, receiving disbursement, inventory management, PO reduction, extra value services, other savings,

vendor reduction, product source, emergency services, kiting, committed inventory, material substitution), inactive accounts, spend by account specialty.

- Rebate and Administrative fee reports
- Supplier Diversity reporting
- Environmentally Preferred products reporting
- FAST Solution reporting
- Workflow management reporting via online Catalog

Reports provided in Excel format unless otherwise noted. Contractor does not charge money for any reports to the Purchasing Entity, and will work with each request to try to meet the Purchasing Entities needs if the information is not already available.

The Purchasing Entity has access to orders placed via the website or through punch out on their account on the web. These orders can be reviewed by order or item category for easy reference.

### 3.11 Sustainability/Environmental Practices:

(1) Contractor is self-certified to the international standard for environmental management systems, ISO 14001, and conducts annual audits to evaluate our performance and recommend future initiatives. Contractor has a Green Policy Statement and a copy is attached hereto as Exhibit F.

#### (2) Product Take Back/End of Life:

Products with recycling solutions are clearly identified in on-line catalogs and on website with the symbol to the right. Contractor currently offers recycling solutions for lamps, ballasts, mercury-containing devices, batteries, printer cartridges, and personal protective equipment.



- Ink & Toner Cartridge Recycling – Contractor also offers simple, convenient recycling of printer cartridges. Let us do the work for you; it's easy, quick and free.
- RecyclePak® – When the container is full, simply ship it out – it's prepaid. Contractor offers a wide range of RecyclePak packaging to meet your hazardous material recycling needs.

Copy of Contractor's Recycling Programs are attached hereto as Exhibit G.

### 3.12 Vending Machines:

Contractor offers these services. See Exhibit B-1 Vending Machine Offerings incorporated by reference.

Contractor's vending machines are a value-added service that the Purchasing Entity can use to source products. Contractor's local branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution.

3.13 Installation, if applicable:

Contractor's ability to provide installation services of products or equipment that a Participating State may chose, if applicable to its State rules.

Contractor has dedicated Implementation teams throughout the U.S. and with more than 152 implementation specialists overall. This nationwide dedicated team of implementation specialists will provide installation services for shelving, racking, bins, dispensers, vending machines, and other items related to the product line.

3.14 Sourced Products, if applicable:

3.14.1 Contractor sourced products is a product which is not currently listed in the suppliers contract catalog or on-line ordering system at the time of order receipt but is capable of being supplied through the Contractor, if applicable to the Participating State's rules.

Contractor's sourcing model is a value-added service that is offered to the Purchasing Entity to source products. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution.

3.14.2 If the Contractor is capable of supplying sourced products they must be direct line extension products which have a similar item to an established product category and the Contractor must already have a publically recognized business partnership with the "brand," if applicable to its Participating State's rules.

Contractor's sourced products are a direct line extension of the product offering consisting of thousands of vendors with whom Contractor has developed a publically recognized business relationship around promoting and developing the brands representative of the Contractor.

3.15 Volume Discount:

3.15.1 Contractor understands that the Purchasing Entity may, from time to time, have unique purchasing needs requiring the purchase of products in a volume not related to ordinary purchase volume. Contractor will assist the Purchasing Entity by identifying and passing

on the additional value which may be obtained through reaching a volume purchase. The volume discounts will be negotiated between the local Fastenal branch and the Purchasing Entity based on market conditions.

Additionally, Contractor offers each Participating State and political subdivision the opportunity to negotiate a "Custom Market Basket" program. This program allows the political subdivision within a Participating State to negotiate additional items to be added to the market basket and negotiate additional discounts to be applied to these items. The Custom Market Basket may be reviewed annually and updated as required. All Custom Market Basket items will fall within the scope of the Master Agreement and participating addendum.

3.15.2 Contractor offers an additional cumulative ordering volume discount if total cumulative product spend, as reported under the Master Agreement (inclusive of all Participating Entities within a Participating State) exceeds the volume target established in a given contract year. The additional discount will apply to all product category discounts offered in Exhibit B-2. The volume discount excludes market basket priced items. Additional discounts resulting from meeting cumulative ordering volumes will be effective no later than the 1st day of the 14th month (allowing a one-month evaluation period) of the contract for the second year of the contract and run for 12 consecutive months, at which time spend for the next year will be evaluated for minimum spend requirements to achieve the additional volume discount continuation. The maximum additional discount for the life of the contract is 3%. The Cumulative Ordering Volume Discount will be adjusted each contract year to coincide with the 1%, 2%, or 3% discount achieved.

CONTRACT YEAR SPEND of all Purchasing Entities within Participating State	Annual Spend \$5+million	Annual Spend \$8+million	Annual Spend \$12+million
Additional Discount per Spend Level	1%	2%	3%

#### Illustration:

CONTRACT YEAR	7/1/2018 – 6/30/2019	7/1/2019 – 6/30/2020	7/1/2020 – 6/30/2021	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023
Spend	\$4 Million	\$6 Million	\$4 Million	\$9 Million	\$13 Million
Contract Year Qualified	No	Yes	No	Yes	Yes
Add'l Discount %	0%	1%	0%	2%	3%
Add'l Discount Start Date & End Date	N/A	8/1/2020 – 7/31/2021	N/A	8/1/2021 – 7/31/2022	8/1/2022 – 6/30/2023

3.15.3 Additional Volume Discount for Minimum Order Quantity. Contractor provides the Purchasing Entity with the additional value of no minimum order requirement. The discount structure provided by Contractor gives each member the purchasing strength of the overall contract volume, reducing the need for concern about consolidating orders. However, as unique situations occur, Contractor provides the Purchasing Entity the opportunity to capture the value derived from consolidating operations. Contractor will provide savings extracted from the operational efficiency of volume purchase to the Purchasing Entity.

3.16 Disaster Recovery:

Contractor shall provide an emergency preparedness plan to aid States during an emergency or disaster recovery with specifics as to response time, supplies availability and other goods and services that is offered.

A Participating State may request hard copy and link to Contractor's emergency preparedness plan on its website.

Contractor to provide lead state with hard copy and website link no later than July 15, 2019.

## Exhibit B-1 - Vending Machines



With tens of thousands of machines currently implemented at customer sites, Contractor is the dominant leader in industrial vending. Why? It's a combination of Contractor's innovative technology, Contractor's low-cost, no-risk program, and most

important of all, Contractor's "machine behind the machine" – the thousands of local Contractor personnel making sure each solution is perpetually filled, functioning, and fully optimized for maximum savings.

- Wide variety of machines to support virtually any product needs.
- Dynamic web reporting – view real-time usage data when, where and how you want to see it.
- Machines provided free of charge based on a one-year renewable service agreement.
- Participating Entity's servicing Contractor branch teams monitor and replenish the machines – no paperwork or labor required.
- Dedicated vending specialists work hand-in-hand with Contractor's local branches to analyze usage patterns, suggest areas for improvement, and make sure the solution is driving the results you want to see.
- Contractor's industrial vending solutions have the added benefit of reducing product consumption, typically by 25–35%.

### FAST 5000 & FAST 3000

With tens of thousands of units driving results at customer sites, this is most widely-used industrial technology in the world – a simple, versatile solution to track and control items ranging from PPE to general MRO items. The FAST 3000 is simply a more compact version of the FAST 5000. Both can function as stand-alone solutions or used in conjunction with Contractor's standard lockers.

### Standard Lockers

Contractor's standard (semi-secure) lockers are used to: 1) track and control access to larger-sized consumable products (relying on the user to enter the quantity taken), and 2) automate check-out and return of tools and other assets. They can be used with a standalone controller or in conjunction with a FAST 5000 or FAST 3000 machine.

### FAST 10000SL (Secure Locker) Series

This next-generation technology extends the benefits of vending to four very common (yet traditionally difficult to vend) product types: 1) boxes, 2) cylinders/cans, 3) 'floppy' items (Tyvek suits, belts, hoists, etc.), and 4) loose components (fasteners, fittings, cutting tools, etc.). The machines automatically sense and report the exact amount taken by each user, providing per-item traceability and a frictionless 'grab and go' experience.

### Outdoor Lockers

With a tough steel exterior, ruggedized electronics and optional temperature control, these lockers are built to operate in harsh outdoor environments. Keep tools perpetually stocked, secure and accessible on the jobsite, and automatically track check-out/check-in of expensive tools.

### FAST CT (Cutting Tool) Machines

Designed to dispense and track inserts and round tools, either individually or in pre-determined quantities. The compact design of the machines (combined with the low cost of Contractor's vending program) makes it practical to install multiple point-of-use machines throughout the shop (versus a single centralized unit) for increased productivity.

### FAST Bev

Provides 24/7 access to chilled beverages at the point of use along with reporting to ensure workers are receiving proper hydration during the day – an efficient solution to drive compliance with Participating Entity's hydration program. (Subject to state and local restrictions.)

## Additional Value Added Solutions



Contractor's bin stock solutions are a perfect fit for any production and MRO items you cannot dispense out of a vending machine but are still needed on Participating Entity's shelves. Each solution is unique, but all share three common elements:

1. A labeled location and min/max inventory range for each part.
2. A nearby Contractor branch to carry the inventory and make sure you always have just the right amount on hand.
3. Detailed usage reporting by location, clarifying 'how much of which parts should be stocked where.'

### Manual Solutions:

#### *Contractor Managed Inventory (FMI)*

Save time and money by utilizing Contractor's local experts to manage Participating Entity's bin stock inventory.

- We organize & label new or existing bins, collaborate to establish initial min/max levels and service schedule.
- We visit regularly to monitor & replenish inventory.
- Suggested replenishment orders are submitted, reviewed and approved via Contractor.com.
- Flexible delivery (we deliver to dock or put product away).

#### *FAST Scan*

If you prefer to handle the scanning and ordering internally, Contractor will provide an iOS-based scanning solution for Participating Entity's personnel to quickly generate replenishment orders.

- We organize and label bins and shelving.
- We set up profiles for local users on Contractor.com and provide scanning devices.
- Participating Entity's local personnel determine inventory levels and controls.
- We provide flexible delivery, reporting, and suggestions for improvement.

### Electronic Solutions:

#### *FAST Scale*

Utilizes weight sensor technology to provide a real-time view of Participating Entity's exact quantity on hand (QOH) – a good fit for critical production parts. Users log onto Contractor.com to view live inventory levels and adjust reorder triggers.

- We install the scale system, organize and label parts.
- An order is automatically generated when stock hits 'min' level.
- View and approve suggested orders via Contractor.com.
- Flexible delivery (we deliver to dock or put product away).

#### *Auto Bin (coming soon)*

Offers a real-time view of Participating Entity's inventory 'health' ('above min,' 'below min' or 'out of stock' – not exact QOH) along with electronic signals prompting replenishment when stock runs low. There are two basic options:

- Infrared Bins – An order is triggered when stock falls below a specified 'water mark' in the bin.
- 2-Bin System – An order is triggered by placing the empty bin next to an RFID chip built into the shelving.



The purest expression of Contractor's local service philosophy is Contractor's Onsite service model, positioning not only Contractor's solutions but also Contractor personnel and Contractor-owned

inventory – essentially a dedicated branch – within the walls of Participating Entity's facilities. Just like vending and bin stocks, this is a natural extension of Contractor's distribution infrastructure and a model we've pioneered in Contractor's industry.

#### The Contractor Onsite Advantage:

- Full program customization based on process mapping exercise.
- Dedicated onsite Contractor team to handle all inventory management functions – the first time Participating Entity's employees touch the product is at the point of use.
- Consigned onsite inventory within the Contractor crib – we own it until it's on Participating Entity's production floor.
- Customized inventory modeling to eliminate stock-outs.
- Immediate access to planned needs (within Contractor's crib) and a variety of spot-buy needs (via Contractor's local branch).
- Detailed, flexible reporting based on Participating Entity's business priorities.
- Deep collaboration, including participation in Kaizen events and other company initiatives. (As we like to say, it's like having a team of supply chain experts on Participating Entity's staff, but not on Participating Entity's payroll.)

#### How Will Participating Entity's Business Benefit?

- ✓ Save money
  - Lower markup structure (reflecting Contractor's lower operating costs vs. Contractor's traditional branch-based service model).
  - Utilize Contractor labor for purchasing, quality inspection, inventory management, etc.
  - Reduce transportation costs through better inventory planning and utilization of Contractor's trucking system.
- ✓ Reduce inventory/working capital
  - Upon moving Onsite, we will sell down Participating Entity's current inventory and replace it with Contractor's own.
  - Moving forward, the inventory in the Contractor crib is on Contractor's books until we move it to the production floor. This transformation creates a dollar-for-dollar reduction in Participating Entity's working capital.
- ✓ Gain efficiency in Participating Entity's facility
  - Simply put, we are experts – with the knowledge, solutions, and systems to run a truly world-class supply chain for Participating Entity's business.
  - Put Contractor's decades of experience to work for you in the areas of quality/source control, OEM critical spares management, inventory planning, point-of-use supply flow, and other critical activities.

Contractor's FAST Solutions agreement(s) (vending, bin stock, onsite) will be executed and/or incorporated in the resulting Participating Addendum with the respective state and/or political subdivision.

#### **Industry-Specific Services and Specialists**

As a complement to Contractor's local branch sales force, Contractor has trained and deployed hundreds of industry specialists to provide high-level support in key areas of Contractor's business, including:

##### Safety

To support Contractor's safety product offering, we've positioned 50+ trained Safety Specialists across the U.S. and Canada. These personnel carry multiple certifications, including Masters in Occupational Health and Safety, QSSP Certification, and OSHA 30-Hour Training. Their job is to identify hazards,

document risk factors, garner worker feedback regarding PPE, and ultimately develop a business plan to reduce workplace incidents while maximizing productivity and profits.

Working with Contractor's key safety suppliers, Contractor's Safety Specialists provide trainings and PPE equipment assessments for the following concepts:

- Eye Protection – product selection/rationalization, fit testing
- Hearing Conservation – fit testing
- Face and Head Protection
- Respiratory Protection – qualitative fit testing
- Skin Care Needs Analysis – prevention/reduction of occupational dermatitis, reduction of sick days
- Hand Protection – job-specific assessments, product testing
- Fall Protection – application assessment, harness/lanyard inspection, competent person training
- Ladder Inspection and Certification
- Hoist and Sling Inspection and Certification
- Heat Stress Evaluation – program development
- Spill Containment and Flammable Storage
- Lock Out/Tag Out Program
- AED, BBP, First Aid Training
- ARC Flash Assessments

#### Manufacturing/Metalworking

As part of Contractor's metalworking product expansion, we've stationed 40+ Metalworking Specialists across North America. These individuals have undergone three levels of training, culminating with intensive hands-on training at Contractor's key suppliers' facilities. They work directly with customers to help them select the best products for the job and run them the right way for maximum productivity and cost-effectiveness.

#### Lean Consulting/Six Sigma

Contractor's 70+ employees who have completed Black Belt training and 110+ internally-trained 'Blue Belts' are available to participate in Lean events and support Participating Entity's Lean initiatives. Services include DMAIC Process Mappings – working with Participating Entity's personnel to map the movement of product through Participating Entity's current system and identify areas where costs can be reduced or eliminated. Based on the information gathered, a gap analysis is presented along with a business plan to achieve a specific cost savings goal.

## EXHIBIT B-2 to NASPO ValuePoint Master Agreement

Percentage Off Discount:

### Percentage off list per awarded category

Contractor shall apply the following discount percentages to all purchases:

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	30%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies)	25%
3. Fasteners	57%
4. Material Handling	25%
5. Plumbing	30%
6. Power Source	30%
7. Outdoor Garden	25%
8. Lamps & Lighting and Ballasts	30%
9. HVAC	30%
10. Hand Tools	25%
11. Power Tools (excluding automotive related tools and products)	25%
12. Electrical	30%
13. Paint	25%
14. Security	30%
15. Safety (does not include any public safety equipment)	30%

The Contractor's Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Contractor can however provide a higher percentage off list discount by providing the Lead State a thirty (30) day notice and Lead State approving the discount.

## **Exhibit C to NASPO ValuePoint Master Agreement PROVISIONS REQUIRED BY FEDERAL LAW**

Without limiting the generality of Section 15 of the Master Agreement, if applicable, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

**1. Equal Employment Opportunity.** If this Master Agreement, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**2. Clean Air, Clean Water, EPA Regulations.** If this Master Agreement, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Participating Entity or Purchasing Entity, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

**3. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

**4. Truth in Lobbying.** The Contractor certifies, to the best of the Contractor's knowledge and belief that:

4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

4.2. If any funds other than federal appropriated funds have been paid 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, grant,

loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

4.3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**5. HIPAA Compliance.** If the work performed under this Master Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Master Agreement is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

5.1. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Participating Entity or Purchasing Entity for purposes directly related to the provision of services to clients which are funded in whole or in part under this Master Agreement. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Participating Entity or Purchasing Entity Privacy Rules, or the Participating Entity or Purchasing Entity Notice of Privacy Practices, if done by Participating Entity or Purchasing Entity. A copy of the most recent Participating Entity or Purchasing Entity Notice of Privacy may be obtained from Participating Entity or Purchasing Entity

5.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Participating Entity or Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with Participating Entity or Purchasing Entity and shall comply with the Participating Entity or Purchasing Entity EDI Rules.

5.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the Participating Entity's or Purchasing Entity's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the Participating Entity's or Purchasing Entity's HIPAA officer. Contractor or Participating Entity or Purchasing Entity may initiate a request for testing of HIPAA

transaction requirements, subject to available resources and the Participating Entity's or Purchasing Entity's testing schedule.

5.4. If Contractor is deemed to be a business associate of Participating Entity or Purchasing Entity under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides Participating Entity or Purchasing Entity with satisfactory assurances that if it receives from Participating Entity or Purchasing Entity or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

5.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Master Agreement or as required by law;

5.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Master Agreement;

5.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Master Agreement;

5.4.4. Contractor will report to Participating Entity or Purchasing Entity any use or disclosure of PHI not provided for by this Master Agreement of which Contractor becomes aware;

5.4.5 Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;

5.4.6. Contractor shall make available to Participating Entity or Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;

5.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Participating Entity or Purchasing Entity or trading partner (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partner) available to Participating Entity or Purchasing Entity and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Participating Entity's or Purchasing Entity's or trading partners' compliance with HIPAA; and

5.4.8. If feasible, upon termination of this Master Agreement, Contractor shall return or destroy all PHI received from Participating Entity or Purchasing Entity or trading partners (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Master Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Participating Entity or Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping,

trading partner profiling and training and mentoring services for Participating Entity or Purchasing Entity and trading partners under this Master Agreement.

**6. Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

**7. Substance Abuse Prevention and Treatment.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).

**8. Audits.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

**9. Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**10. Medicaid Compliance.** To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

10.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Participating Entity or Purchasing Entity, the Secretary of Health and Human Services, and as otherwise directed by Participating Entity or Purchasing Entity;

10.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

10.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

10.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

**11. Americans with Disabilities Act.** Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.

**12. Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

**13. Federal Tax Information.** Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

**14. Educational Records.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

**EXHIBIT D to NASPO VALUEPOINT MASTER AGREEMENT  
NASPO ValuePoint DETAILED SALES DATA REPORT FORM**

Field Name	Field Description
CONTRACTOR	The awarded Contractor's name
CONTRACTOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Contractor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Contractor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Contractor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product

UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
Discount Percentage	Percent off of List Price- example=20%
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Optional	More information



# Exhibit E-Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
8050 Old Seward Hwy, Anchorage, AK 99518	101 Wildcat Ln., Bardstown, KY 40004	820 N. Locust St., Ottawa, OH 45875
3501 Lathrop St Unit A, Fairbanks, AK 99701	378 Scotty's Way, Bowling Green, KY 42101	829 N Williams Street, Paulding, OH 45879
1810 Anka Street, Juneau, AK 99801	5261 Nashville Rd., Bowling Green, KY 42101	1305 Findlay Street, Portsmouth, OH 45662
42436 Kenai Spur Hwy Suite 1, Kenai, AK 99611 619 S.	21 Tiffany Lane, Calvert City, KY 42029	2350 East State Street, Salem, OH 44460
Knik-Goose Bay Rd Ste A&B, Wasilla, AK 99654 1321	302 Main Street, Ghent, KY 41045	3501 Venice Road, Sandusky, OH 44870
Wagner Drive Suite 100, Boaz, AL 35957	5400 Hwy 431 North, Central City, KY 42330	641 N. Vandemark Road, Sidney, OH 45365
1813 East Three Notch Street, Andalusia, AL 36421	6644 S US Highway 25, Corbin, KY 40701	3050 South Tech Blvd, Miamisburg, OH 45342
17749 Hwy 72 West, Athens, AL 35611	137 Doc Walker Road, Columbia, KY 42728	810 Bechtie Ave, Springfield, OH 45504
84 Industrial Blvd., Attalla, AL 35954	108 Man O War Blvd., Danville, KY 40422	742 North 7th Street, Steubenville, OH 43952
115 East Veterans Blvd., Auburn, AL 36832	405 E. Dixie Highway, Elizabethtown, KY 42701	555 Frost Rd. Unit 107, Streetsboro, OH 44241
2535 Commerce Circle, Tarrant City, AL 35217	8983 Empire Connector Dr., Florence, KY 41042	150 Benner Street, Tiffin, OH 44883
381 US Hwy 11, Trussville, AL 35173	39 Brown Road, Franklin, KY 42135	2717 Tracy Rd., Northwood, OH 43619
1031 19th St N, Bessemer, AL 35020	117 Collision Center Drive, Frankfort, KY 40601	17 N. 11th St, Toledo, OH 43604
2821 5th Ave South, Birmingham, AL 35233	100 Summer Court, Georgetown, KY 40324	6014A Lewis Ave, Toledo, OH 43612
229 Regency Park Drive, Alabaster, AL 35007	302 North College Street, Suite 1, Harrodsburg, KY 40330	20 Kings Chapel Drive North, Troy, OH 45373
155 7th Street South, Clanton, AL 35045	1818 Petersburg Rd., Hebron, KY 41048	205 Tarhe Trail, Upper Sandusky, OH 43351
765 County Road 437, Cullman, AL 35055	3040 Ohio Dr., Henderson, KY 42420	257 S. Main St. Suite 102, Wadsworth, OH 44281
3108 Hwy 20, Decatur, AL 35601	4665 Pembroke Rd., Hopkinsville, KY 42240	1200 N. River Road, Warren, OH 44483
1509 Hwy 43 South, Demopolis, AL 36732	114 Cemetery Rd, Lebanon, KY 40033	1270 State Route 22 SW Ste 6, Washington Court House, OH 43160
446 Ross Clark Circle, Dothan, AL 36303	216 Wilson Court, Nicholasville, KY 40356	1369 N. Shoop Ave, Wauseon, OH 43567
1152 Geneva Hwy, Enterprise, AL 36330	897 Nandino Blvd, Ste 4, Lexington, KY 40511	608 Davids Drive, Wilmington, OH 45177
119 Hunters Inlet Rd, Eufaula, AL 36027	1080 Salt River Rd, Leitchfield, KY 42755	1747 Akron Rd. Suite A, Wooster, OH 44691
4326 Helton Dr, Florence, AL 35630	973 Beasley St., Suite 120, Lexington, KY 40509	1296 Lavelle Dr, Xenia, OH 45385
3824 Gault Ave. N, Fort Payne, AL 35967	3272 Commerce Center Place, Louisville, KY 40211	1083 N. Meridian Road, Youngstown, OH 44509
6620 Hwy 43, Guin, AL 35563	1030 South 9th Street, Louisville, KY 40203	2560 E. Maysville Pike, Zanesville, OH 43701 420
2603 Hwy 31 SW, Hartselle, AL 35640	11223 Plantside Drive, Louisville, KY 40299	S. Mississippi Ave., Ada, OK 74820
111 Spacegate Drive, Huntsville, AL 35816	8008 National Turnpike, Louisville, KY 40214	1122 2nd Street, MAIP, Pryor, OK 74361 2428
13246 Hwy 78 East, Jasper, AL 35501	3600 Chamberlain Lane, Ste 214, Louisville, KY 40241	Autumn Run Suite C, Ardmore, OK 73401 4104
3368 Wall Triana Highway, Huntsville, AL 35824	4530 Bishop Lane, Louisville, KY 40218	SE Nowata Rd, Bartlesville, OK 74006 5130 N.
5775 Mobile Highway, Montgomery, AL 36105	110 Kings Dr., Mayfield, KY 42066	Highway 167, Catoosa, OK 74015 4201 S. 4th
3713 Lakeside Court, Mobile, AL 36693	2560 Nebo Rd., Madisonville, KY 42431	St, Chickasha, OK 73018
6235 Rangeline Road, Theodore, AL 36582	671 Sawmill Pike, Maysville, KY 41056	1503 North Lynn Riggs Blvd, Claremore, OK 74017
849 Lagoon Business, Montgomery, AL 36117	2008 E. Hwy 90 Bypass, Monticello, KY 42633	800 East North Street, Cushing, OK 74023
2300 East 2nd Street, Muscle Shoals, AL 35661	360 East Wilkinson Blvd, Morehead, KY 40351	702 W. Main St., Duncan, OK 73533
1825 Hillyer Robinson Ind. Pkwy, Anniston, AL 36207	511 Willin Way, Mt Sterling, KY 40353	2020 West Main, Durant, OK 74702
311 Miles Pkwy Ste 101, Pell City, AL 35125	1900 N 12th St Ste C, Murray, KY 42071	1301 S. Eastern, Elk City, OK 73644
2132 Pelham Parkway Ste A, Pelham, AL 35124	1627 Sweeney Street, Owensboro, KY 42303	1623C E US Highway 66, El Reno, OK 73036
1214 Hwy 59 South, Summerdale, AL 36580	847 N.H.C. Mathis Dr., Paducah, KY 42001	2906 North 4th Street, Enid, OK 73701
14285 Highway 43, Russellville, AL 35653	2218 Martin Luther King Blvd., Paris, KY 40361	932 North 4210 Road, Hugo, OK 74743
20990 John T. Reid Parkway, Scottsboro, AL 35769	1296 South Mayo Trail, Pikeville, KY 41501	2520 SW Lee Blvd., Lawton, OK 73506
209 Celeste Rd, Saraland, AL 36571	6013 Atwood Dr., Richmond, KY 40475	201 N. 1st Suite #103, Madill, OK 73446
1310 W. Highland Ave, Selma, AL 36701	106 Walker Ln., Russellville, KY 42276	700 E. Wyandotte, McAlester, OK 74501
906 McMeans Ave, Bay Minette, AL 36507	251 Alpine Drive, Shelbyville, KY 40065	2007 A North Main, Miami, OK 74354
621 Gene E Stewart Blvd, Sylacauga, AL 35151	128 Carter Ave, Louisville, KY 40229	4001 Tull Avenue, Muskogee, OK 74403
65400 Highway 77 North, Talladega, AL 35160	375 Browning Road, Somerset, KY 42501	2202 Tecumseh Drive, Norman, OK 73069
1266 Hwy 231 South, Troy, AL 36081	4733 Rockwell Road, Winchester, KY 40391	1209 SE 44th St #4, Oklahoma City, OK 73129
1120 35th Street Suite F, Tuscaloosa, AL 35401	832 Dallas Ave., Alexandria, LA 71302	44 NE 51st Street, Suite D, Oklahoma City, OK 73105
1205 North 10 St., Suite A, Arkadelphia, AR 71923	1020 Commercial Dr, Port Allen, LA 70767	9817-C West Reno, Oklahoma City, OK 73127
3000 Jennings Lane Suite F, Batesville, AR 72501	10296 S. Choctaw Dr., Baton Rouge, LA 70815	3110 South Meridian, Oklahoma City, OK 73119 521-
802 SW 12th Street, Suite 2, Bentonville, AR 72712	766 Chippewa Street, Baton Rouge, LA 70805	A East Memorial Rd., Oklahoma City, OK 73114 7001
4940 N. County Road 791, Blytheville, AR 72315	11931 Industripex Blvd. Suite 700, Baton Rouge, LA 70809	S. Sooner Rd., Oklahoma City, OK 73135 721 E. 23rd
1269 California Ave, SW, Camden, AR 71701	4911-B Shed Road, Bossier City, LA 71111	St, Okmulgee, OK 74447
504 S. Crawford Street, Clarksville, AR 72830	16265 East Main Street, Cut Off, LA 70345	1501 W. South Ave., Ponca City, OK 74601
650 Robins St., Conway, AR 72032	9460 Ashland Rd., Gonzales, LA 70737	7391 State Highway 66, Tulsa, OK 74131
100 Ashley Lane, El Dorado, AR 71730	2500 West Church St., Hammond, LA 70403	2169 S. Kerr Blvd., Sallisaw, OK 74955
796 S School Ave, Fayetteville, AR 72701	55 Coquille Dr., Belle Chasse, LA 70037	1610 N. Harrison, Shawnee, OK 74804
1001 South 25th Circle, Van Buren, AR 72956	1315 Grand Caillou, Houma, LA 70363	329 E Harned Ave., Stillwater, OK 74075
2907 McKinley Avenue, Fort Smith, AR 72908	178 Alliance Crt, Houma, LA 70360	1590 Echota Ave., Tahlequah, OK 74464
508 HWY 62-65 North, Harrison, AR 72601	202 S Cutting Ave, Jennings, LA 70546	11205 East Pine Street, Tulsa, OK 74116
141 Wilburn Road, Heber Springs, AR 72543	4205 Cameron St., Scott, LA 70506	1126 E Charles Page Blvd., Sand Springs, OK 74063
767 Mid America Blvd., Hot Springs, AR 71913	3407 Hwy 90E, Broussard, LA 70518	1211 South Peoria Ave., Tulsa, OK 74120
5911 East Highland, Jonesboro, AR 72401	1100 East McNeese St., Lake Charles, LA 70607	7726 N Owasso Expressway SteA, Owasso, OK 74055
9500 Highway 5 N, Alexander, AR 72002	1253 Entrance Road, Leesville, LA 71446	2424 West 41st Street, Suite B, Tulsa, OK 74107
10300 Riverview Corporate Drive, North Little Rock, AR 72113	68665 Highway 59, Mandeville, LA 70471	804 S. 11th Street, Broken Arrow, OK 74012
7520 Lindsey Road, Little Rock, AR 72206	448 Hwy 531, Minden, LA 71055	11330 E 60th Place, Tulsa, OK 74146
600 Hwy. 425 North, Monticello, AR 71655	205 North 18th St., Monroe, LA 71201	607 North Wilson, Vinita, OK 74301
319 Highway 201 North, Mountain Home, AR 72654	7838 Hwy 182E, Morgan City, LA 70380	1801 East Main, Weatherford, OK 73096
1794 South Highway 61, Osceola, AR 72370	506 Rapides Dr., Natchitoches, LA 71457	2626 Oklahoma Ave., Woodward, OK 73801
802 Country Club Rd., Paragould, AR 72450	207 Woodland Dr., Laplace, LA 70068	2475 Ferry St SW, Albany, OR 97322
7003 Sheridan Rd, Pine Bluff, AR 71602	7333 Airline Hwy, Metairie, LA 70003	3925 Abbey Ln Ste 400, Astoria, OR 97103
1400 Hudson Road, Rogers, AR 72756	4431 Euphrosine St. Suite B&C, New Orleans, LA 70125	1177 SE 9th Street, Bend, OR 97702
3943 East Main, Russellville, AR 72802	3317 Paris Road, Chalmette, LA 70043	62860 Boyd Acres Road Suite A, Bend, OR 97701
1208 South Benton Street, Searcy, AR 72143	1821 Commercial Drive, Suite W, Harvey, LA 70058	97986 Shopping Ctr Ave., Brookings, OR 97415
617 J.P. Wright Loop, Jacksonville, AR 72076	703 Highway 90 East Bldg. A, New Iberia, LA 70560	275 S. Beaver Creek Rd S-A102, Oregon City, OR 97045
1606 South Pointe, Siloam Springs, AR 72761	621 Distributors Row, Suite B, New Orleans, LA 70123	4810 Table Rock Road Ste. 102, Central Point, OR 97502
2324 E. Robinson Avenue, Springdale, AR 72764	1307 West Landry (Hwy 190W), Opelousas, LA 70570	1490 SW 3rd St., Corvallis, OR 97333
1919 South Park, Stuttgart, AR 72160	1708 E. Kentucky, Ruston, LA 71270	730 Conger Street, Suite 2, Eugene, OR 97402
479 Hwy 77, West Memphis, AR 72301	7270 West Bert Kouns, Shreveport, LA 71129	29751 Enid Road, Eugene, OR 97402
2570 Landon Dr Unit A & B, Bullhead City, AZ 86429	1610 N. Hearne, Shreveport, LA 71107	4115 24th Ave., Suite B, Forest Grove, OR 97116
2463 N. Walgreens St. Ste A, Flagstaff, AZ 86004	1070 Front St, Slidell, LA 70458	2710 NW Sherlock, Portland, OR 97210
1775 E University Dr. Suite 180, Phoenix, AZ 85034	3325 E. Napoleon St., Sulphur, LA 70663	1470 S.E. M St., Suite 1A, Grants Pass, OR 97526
75 W. Baseline Rd Suite 50, Gilbert, AZ 85233	1827 Old Natchitoches Street, West Monroe, LA 71292	80397 Hwy 395 North, Hermiston, OR 97838
21002 N. 19th Ave Suite 100, Phoenix, AZ 85027	215 Plain St. Unit#11, North Attleboro, MA 02760 1033	1800 NE 25th Ave. Suite 1, Hillsboro, OR 97124
500 N 56th Street, Suite 3 & 4, Chandler, AZ 85226	Mass Ave, Boston, MA 02118	1645 Tucker Road, Hood River, OR 97031
9802 N 91st Avenue Suite 106, Peoria, AZ 85345	165 Wood Road, Braintree, MA 02184	4100 Washburn Way, Klamath Falls, OR 97601
3048 N Cessna Ave Suite 11, Casa Grande, AZ 85122	793 West Center Street, West Bridgewater, MA 02379 509	11310 Island Ave, La Grande, OR 97850
9551 E. Lorna Lane, Suite N, Prescott Valley, AZ 86314	Thomas B. Landers Road, East Falmouth, MA 02536 565	6300 NE St. James Rd, Ste 105, Vancouver, WA 98663
4669 N Commerce Drive, Suite 4B, Sierra Vista, AZ 85635	Commerce Dr., Fall River, MA 02720	2175 S. Santiam Hwy, Lebanon, OR 97355
3455 S. Palo Verde Rd. # 143, Tucson, AZ 85713	100 Crawford Street, Suite 1, Leominster, MA 01453	3228 NE Rivergate Street, McMinnville, OR 97128
2714 Ave. 3E, Yuma, AZ 85365	198 Pleasant St., Ashland, MA 01721	4149 S. Pacific Hwy, Medford, OR 97501

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
15853 monte St. #C-108, Sylmar, CA 91342	9 Whistle Stop Way, Gloucester, MA 01930	2401 E. Hancock St, Ste C7, Newberg, OR 97132
120 Tower Road, Suite 5, American Canyon, CA 94503	155 Rosary Ln, Hyannis, MA 02601	121 N.E. Harney Street Ste. C, Newport, OR 97365
1201 E Ball Road Unit C&D, Anaheim, CA 92805	106 Marston St, Lawrence, MA 01840	1195 Newmark Ave Ste B, Coos Bay, OR 97420 267
201 Business Parkway, Atwater, CA 95301	37 Ayer Rd., Littleton, MA 01460	S.E. 3rd St., Ontario, OR 97914
3740 Grass Valley Highway, Suite 2, Auburn, CA 95602	101 Brick Kiln Rd Units 1&2, Chelmsford, MA 01824	2901 NW Front Avenue SuiteC, Portland, OR 97210
416 Workman Street, Bakersfield, CA 93307	380 Second St., Everett, MA 02149	12360 SE Hwy 212, Clackamas, OR 97015
4717-1 & 4725-1 District Blvd., Bakersfield, CA 93313	96 Conway Street, New Bedford, MA 02740	308 SE Taylor, Portland, OR 97214
3359 Pegasus Drive, Suite 201-203, Bakersfield, CA 93308	16 High Street, Plainville, MA 02762	10050 SW Arctic Dr., Beaverton, OR 97005
19424 Creek Road, Bakersfield, CA 93314	4 Mulliken Way, Newburyport, MA 01950 960	6650 N. Basin Ave., Portland, OR 97217
3452 Alken Street Suite A, Bakersfield, CA 93308	Turnpike Street Unit 12, Canton, MA 02021 5A	20190 SW 112th Avenue, Tualatin, OR 97062
1143 W. Lincoln Avenue, Units 11&12, Banning, CA 92220	Webster Street, Unit 1, Peabody, MA 01960	8501 N. Albina Ave., Portland, OR 97217
2220 A Street Unit102, Santa Maria, CA 93455	1430 East Street, Pittsfield, MA 01201	1930 NW Burnside Rd, Gresham, OR 97030
5466 Gateway Plaza Drive, Benicia, CA 94510	4 Natalie Way, Plymouth, MA 02360	12838-B NE Airport Way, Portland, OR 97230
1308 9th St, Berkeley, CA 94710	910 Boston Turnpike, Unit 3 & 4, Shrewsbury, MA 01545	1611 SW 1st. St. Unit B, Redmond, OR 97756
9000 Brentwood Blvd. Suite E, Brentwood, CA 94513	484 Worcester Street, Southbridge, MA 01550	239 Industrial Drive, Roseburg, OR 97470
1011 25th St, San Francisco, CA 94107	317 Meadow Street, Ste 1, Chicopee, MA 01013	1985 16th Street NE, Suite 170, Salem, OR 97301
210 Harrison Avenue, Campbell, CA 95008	190 Brookdale Road, Springfield, MA 01104	4660 Main St. Building C Suite 420, Springfield, OR 97478
2401 Rockefeller Dr. Ste D, Ceres, CA 95307	125 North Beacon Street, Brighton, MA 02135	210 Webber St., The Dalles, OR 97058
9555 Owensmouth Ave, Unit 9, Chatsworth, CA 91311	121 Summit Lock Road, Westfield, MA 01085	1091 NW Corporate Drive, Troutdale, OR 97060
607 Country Drive, Chico, CA 95928	26 Kenwood Street, Greenfield, MA 01301	25599 SW 95th Ave Ste F, Wilsonville, OR 97070
5171 Edison Avenue, Suite B, Chino, CA 91710	3 Boulder Park Way, North Oxford, MA 01537	2225 North Pacific Hwy Ste B, Woodburn, OR 97071
407 W. Robertson Blvd., Chowchilla, CA 93610	259 Brooks St., Worcester, MA 01606	431 South Route 100, Allentown, PA 18106
1120 Bay Blvd. Suite D, Chula Vista, CA 91911	1344 New Boston Road, Woburn, MA 01801	1885 Weaversville Road, Allentown, PA 18109
136 California Avenue, City Of Industry, CA 91744	3 Boulder Parkway, North Oxford, MA 01537	100 Hollidaysburg Plaza, Duncansville, PA 16635
1375 Franquette Ave Ste A, Concord, CA 94520	10225 Southard Drive, Beltsville, MD 20705	20804 State Route 19, Cranberry Township, PA 16066
2410 Wardlow Road Suite 111, Corona, CA 92880	1040 Hardees Drive Unit G, Aberdeen, MD 21001	2870 Audubon Village Drive, Audubon, PA 19403
301 W. Dyer Road, Unit E, Santa Ana, CA 92707	1816 Margaret Ave, Annapolis, MD 21401	9613 Lincoln Highway, Bedford, PA 15522
26470 Ruether Avenue, #110, Santa Clarita, CA 91350	8420 Gas House Pike Suite J, Frederick, MD 21701	1383 New Berwick Highway, Bloomsburg, PA 17815
400 Franklin, Oakland, CA 94607	5189 Raynor Ave, Linthicum, MD 21090	380 Crooked Lane Unit #1, King Of Prussia, PA 19406 10434
606 Pena Drive, Unit 900, Davis, CA 95618	1008 Russell St., Baltimore, MD 21230	US Highway 522 South Suite C, Lewistown, PA 17044 120
1427 S. Lexington St. Unit 12 Ste B, Delano, CA 93215	10004 Pulaski Hwy, Baltimore, MD 21220	Alameda Plaza, Butler, PA 16001
1660 N. Lincoln, Unit B, Dixon, CA 95620	7377 Washington Blvd, Elkridge, MD 21075	1787 West Trindle Road, Carlisle, PA 17013
501 B East Heil Ave., El Centro, CA 92243	715 East Ordhace Road, Baltimore, MD 21226	1115 Crottlestown Road, Chambersburg, PA 17202
9291 Bendel Place, Elk Grove, CA 95624	1008 Russell St (rear), Baltimore, MD 21230	888 Twilight Hollow Road, Charleroi, PA 15022
435 W. Bradley Ave Suite B, El Cajon, CA 92020 4669	1811 Portal Street Suite 200, Baltimore, MD 21224	2701 East Lincoln Highway, Coatesville, PA 19320
Golden Foothills Pkwy, El Dorado Hills, CA 95762 445	6501 A Pulaski Hwy, Baltimore, MD 21237	334 South Church Street, Hazleton, PA 18201
Ryan Drive Suite 106, San Marcos, CA 92078 333 Suite	807 Chesapeake Drive, Cambridge, MD 21613	44 Hoover Avenue, Du Bois, PA 15801
A Cedar St., Eureka, CA 95501	9090 Junction Drive, Suite 5, Annapolis Junction, MD 20701	2502 Dearborn Street, Easton, PA 18045
15754 Slover Ave, Unit A, Fontana, CA 92337	8625 Commerce Dr., Easton, MD 21601	255 Glen Drive, Manchester, PA 17345
2030 S Golden St Blvd Ste 201, Fowler, CA 93625	11201 Dolfield Blvd, suite 109, Owings Mills, MD 21117	340 N. Reading Rd, Ephrata, PA 17522
5816 East Shields Ave # 106, Fresno, CA 93727	349E Pulaski Highway, Elkton, MD 21921	4921 Pacific Avenue, Erie, PA 16506
3535 W. Gettysburg Ave., Fresno, CA 93722	200 Ritchie Road, Capitol Heights, MD 20743	1002 Corporate Lane, Export, PA 15632
1837 Academy Avenue, Sanger, CA 93657	5115 Pegasus Ct. Suites K-L, Frederick, MD 21704	1548 Delmar Dr Bay C, Folcroft, PA 19032
5748 East Shieldsd Avenue, Fresno, CA 93727	16820 Oakmont Avenue, Gaithersburg, MD 20877	1875 York Road, Gettysburg, PA 17325
45333 Fremont Blvd, Unit 6, Fremont, CA 94538	1120 Business Center Dr., Hagerstown, MD 21741	335 Nova Dr., Greencastle, PA 17225
3204 East Garrett, Fresno, CA 93706	44040 Airport View Dr. Ste E, Hollywood, MD 20636	1638 Roseytown Road Unit 1, Greensburg, PA 15601
7052 Orangewood Ave, Garden Grove, CA 92841	5400 Tuxedo Rd (Suite A), Hyattsville, MD 20781	1123 Lee Ave Extension, Farrell, PA 16121
5985 Obata Way Unit B, Gilroy, CA 95020	4230 Forbes Blvd Suite F, Lanham, MD 20706	1015 Eisenhower Blvd, Harrisburg, PA 17111
13006 Saticony St., North Hollywood, CA 91605	5212 Sunnyside Ave, Beltsville, MD 20705	100 Kindig Lane, Unit 2, Hanover, PA 17331
5765 Thornwood Drive, Goleta, CA 93117	147B Service Center Dr., Oakland, MD 21550	7561-A Derry St., Harrisburg, PA 17111
12285 Loma Rica Drive, Grass Valley, CA 95945	11201 Dolfield Blvd, Suite 109, Owings Mills, MD 21117	2350 Route 119, Homer City, PA 15748
947 E Lacey Blvd, Hanford, CA 93232	1147 Ocean Hwy Unit 5, Pocomoke City, MD 21851	1506 East Lackawana Ave, Olyphant, PA 18447
3777 Depot Rd Suite 417, Hayward, CA 94545	2227 Northwood Drive, Salisbury, MD 21801	209 Broad Street, Johnstown, PA 15906
1785 San Felipe Road Unit A, Hollister, CA 95023	9490 Deereco Road, Timonium, MD 21093	1771 Columbia Avenue, Lancaster, PA 17603
320 N Eucalyptus Ave. Ste. A, Inglewood, CA 90302	3472 Rockefeller Ct., Waldorf, MD 20602	1210 Branagan Drive, Tullytown, PA 19007
12275 Martell Road, Suite 9, Jackson, CA 95642	1050 W. Industrial Blvd., Cumberland, MD 21502	135 Independence Court, Suite 101, Lancaster, PA 17601
10247 Bellegrave Avenue #108, Jurupa Valley, CA 91752	125 Airport Dr Suite 16, Westminster, MD 21157	23 East Lehman Street, Lebanon, PA 17046 104
43145 Business Center Pkwy, Lancaster, CA 93535	747 Minot Avenue, Auburn, ME 04210	East Penn St. & RT 443, Lehighton, PA 18235 219
925 19th Ave, Lemoore, CA 93245	19 White Pine Rd, Hermon, ME 04401	S 10th St, Lemoyne, PA 17043
5542 Brisa Street, Suite B, Livermore, CA 94550	10-A Arctic Circle, Biddeford, ME 04005	57 Doe Run Road, Manheim, PA 17545
5380 E. Washington Blvd, Commerce, CA 90040	41 Greenwood Rd. Unit B & C, Brunswick, ME 04011	One Outlet Lane Suite 300, Lock Haven, PA 17745
17101 S. Central Ave, Unit J, Carson, CA 90746	1084 Augusta Rd, Winslow, ME 04901	918 Industrial Blvd., Loyalhanna, PA 15661 1350
16031 Arrow Highway, Suite C&D, Irwindale, CA 91706	19 Boggy Brook Road, Ellsworth, ME 04605	College Avenue, Elmira, NY 14901
9905 Painter Avenue, Suites L&M, Whittier, CA 90605	56 Western Ave, Suite 4, Augusta, ME 04330	4700 Westport Dr, Ste 1700, Mechanicsburg, PA 17055
30 G St Suite E, Los Banos, CA 93635	1219 Lisbon St, Lewiston, ME 04240	203 South Market Street, Millersburg, PA 17061
310 N. Cluff Ave Suite D, Lodi, CA 95240	38 Diamond Street, Portland, ME 04101	2525 Old Route 15, New Columbia, PA 17856
401 North E Street, Lompoc, CA 93436	68 Industrial Street, Presque Isle, ME 04769	704 Seco Road, Monroeville, PA 15146
4420 Broad St. Bldg. A, San Luis Obispo, CA 93401	174 Airport Rd, Sanford, ME 04073	154 Earland Drive, New Holland, PA 17557
675 S. Pine Ste. 101, Madera, CA 93637	125 John Roberts Road Unit 6, South Portland, ME 04106	2901 New Butler Rd., New Castle, PA 16101
17981 Ideal Pkwy Unit D, Manteca, CA 95336	151 New County Road, Thomaston, ME 04861	302 Greensburg Road, Lower Burrell, PA 15068
116 Heron Way, Suite #A, Merced, CA 95341	825 E. Beecher St., Adrian, MI 49221	631 Allegheny Blvd., Franklin, PA 16323
23854 Via Fabricante Ste F-4, Mission Viejo, CA 92691	3540 US 23 N, Alpena, MI 49707	1390 Adams Road Unit B, Bensalem, PA 19020
4025 Finch Road, Modesto, CA 95357	3720 Wilder Rd. Suite D, Bay City, MI 48706	3251 Cedar Street, Philadelphia, PA 19134
1295 N. Emerald Ave., Modesto, CA 95351	1148 N. VanDyke Suite A, Bad Axe, MI 48413	235 Hope Street, Carnegie, PA 15106
355 Woodview Avenue, Suite 400, Morgan Hill, CA 95037	237 North 30th Street, Springfield, MI 49037	366 Easton Rd., Warrington, PA 18976
2481 Second Street, Napa, CA 94558	2460 M-139, Suite A, Benton Harbor, MI 49022	608-610-612 Foreland Street, Pittsburgh, PA 15212
509 Armstrong Way, Suite E, Oakdale, CA 95361	1417 N. State St., Big Rapids, MI 49307	910 4th Avenue, Coraopolis, PA 15108
6603 San Leandro St., Oakland, CA 94621	7041 Grand River Unit 400, Brighton, MI 48116	105 North Duquesne Blvd, Duquesne, PA 15110
1351 S. Grove Avenue Ste 103 & 104, Ontario, CA 91761	7547 Boon Rd, Cadillac, MI 49601	335 W. High St., Pottstown, PA 19464
1275 Feather River Blvd, Oroville, CA 95965	37820 Ford Rd., Westland, MI 48185	2083 Quaker Pointe Drive, Quakertown, PA 18951
2380 Eastman Ave. Suite 114, Oxnard, CA 93030	24300 Sherwood, Centerline, MI 48015	103 Lancaster Ave, Reading, PA 19611
1931 Old Middlefield Way Suite 209, Mountain View, CA 94043	6585 M-66 North, Charlevoix, MI 49720	130 Corporate Dr., Reading, PA 19605
78-078 Country Club Drive, Bermuda Dunes, CA 92203	734 S. Main Street, Cheboygan, MI 49721	24375 Route 6, Towanda, PA 18848
1140 Ramada Drive Ste B, Paso Robles, CA 93446	48335 Gratiot Ave, Chesterfield, MI 48051	9 Industrial Park Rd., Frackville, PA 17931
501 South Second Street, Patterson, CA 95363	, Shelby Township, MI 48315	45 Universal Road, Selinsgrove, PA 17870
1340 Commerce St. Ste A B C, Petaluma, CA 94954	50 Cecil Drive, Coldwater, MI 49036	1534 North Center Ave Suite 170, Somerset, PA 15501
2201 10th St. Suite F, Antioch, CA 94509	31211 Stephenson Highway, Madison Heights, MI 48071	654 Street Road, Bensalem, PA 19020
6355 Scarlett Court, Unit 16, Dublin, CA 94568	4080 Varsity Drive, Ann Arbor, MI 48108	2607 E. College Ave, State College, PA 16801
1317 Furneaux Road, Olivehurst, CA 95961	28777 Goddard, Ste 205, Romulus, MI 48174	764 Washington St. Suite A, Saint Marys, PA 15857
917 W. North Grand Ave, Porterville, CA 93257	31815 West 8 Mile Road, Livonia, MI 48152	1523 North 9th Street Suite 103, Stroudsburg, PA 18360

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
14055 Kirkham Way Ste 101&102, Poway, CA 92064	50160 Pontiac Trail Unit #3, Wixom, MI 48393	711 Davis St., Scranton, PA 18505
8747 Vineyard Avenue, Suite 150, Rancho Cucamonga, CA 91730	13097 Huron Street, Taylor, MI 48180	3443 Bethlehem Pike, Suite 4, Souderton, PA 18964
3251 Luyung Dr., Rancho Cordova, CA 95742	1203 Industrial Drive, Saline, MI 48176 1855	1196 Connellsville Street, Lemont Furnace, PA 15456
4950 Mountain Lakes Blvd. Suite A, Redding, CA 96003	Northfield Dr., Rochester Hills, MI 48309 1016	3618 Brodhead Road, Monaca, PA 15061
1011 A Vista Way, Red Bluff, CA 96080	N. 30th St., Escanaba, MI 49829 5366 Hill 23	935 Henderson Avenue, Washington, PA 15301
8905 Airport Road Suite 1, Redding, CA 96002	Drive, Flint, MI 48507	429 South Bolmar Street, West Chester, PA 19382
1755 8th St., Reedley, CA 93654	1150 S. Otsego Ave, Gaylord, MI 49735	520 N. York Road, Willow Grove, PA 19090
21801 Cactus Avenue, Suites E & F, Riverside, CA 92518	2204-C Turner Ave., Walker, MI 49544	125 North Wilkes Barre Blvd., Wilkes Barre, PA 18702
1285 N. Firtzgerald Ave A&B, Rialto, CA 92376	4425 44th St. SE, Kentwood, MI 49512	1308 Commerce Park Drive, Williamsport, PA 17701
443 W Inyokern Rd Ste B, Ridgecrest, CA 93555	916 Chicago Dr, Jenison, MI 49428	2300 East Market Street, York, PA 17402
3383 Durahart Street, Riverside, CA 92507	12201 Northland Drive, Cedar Springs, MI 49319	75 Acco Drive, Building A, York, PA 17402
4011 Alvis Court , Unit #2, Rocklin, CA 95677	1051 Jackson St., Grand Haven, MI 49417	1218 Santana Carr#2 Km 68.8, Arecibo, PR 00612
3715 Santa Rosa Ave Unit A-1, Santa Rosa, CA 95407	403 44th St. SW, Wyoming, MI 49548	State Rd #1 Km 27.4, Caguas, PR 00726
10560 Industrial Avenue #100, Roseville, CA 95678 204	1932 South M37, Hastings, MI 49058	Carretera #3 KM. 140.5, Guayama, PR 00784
Michelle Ct., South San Francisco, CA 94080 1240	4265 Lincoln Ste 300, Holland, MI 49423	Centro de Distribucion Lote A-1, Carolina, PR 00979
Pacific Street, Union City, CA 94587	510 W. Gordon Street, Zeeland, MI 49464	#19 Ave. Hiram Cabassa Suite 103, Mayaguez, PR 00682
2701 Land Avenue, Sacramento, CA 95815	2209 East High Street, Jackson, MI 49203	1678LosCaobosIndPark Ste2, Ponce, PR 00716
2045 Preisker Lane, Units D E & F, Santa Maria, CA 93454	541 Industrial Pkwy, Jonesville, MI 49250	KM 35.5 Rd #2, Vega Baja, PR 00694
820 Piner Road, Santa Rosa, CA 95403	3620 Miller Road, Kalamazoo, MI 49001	10 Almeida Ave., East Providence, RI 02914
730 Las Juntas Street, Martinez, CA 94553	660 South Carpenter, Kingsford, MI 49802	2158 Plainfield Pike, Unit 5 & 6, Cranston, RI 02921
1438 Rollins Road, Burlingame, CA 94010	4212 S. Croyts Rd., Lansing, MI 48917	83 Vermont Ave., Unit 7, Warwick, RI 02888
1200 Harbour Way South Suite 102, Richmond, CA 94804	1115 South Pennsylvania Ave., Lansing, MI 48912	840 Cumberland Hill Rd Unit105, Woonsocket, RI 02895
5001 Florin Perkins Road, Sacramento, CA 95826	1444 Imlay City Road, Lapeer, MI 48446	1450 Columbia Hwy North, Aiken, SC 29801
510 Parrott St. Unit 3, San Jose, CA 95112	4905 West U.S. 10, Ludington, MI 49431	12522 Main Street, Williston, SC 29853
1193 W. Morena Blvd., San Diego, CA 92110	356 US-41 West, Negaunee, MI 49866	403 McGee Road, Anderson, SC 29625
5005 Raley Blvd. Unit H, Sacramento, CA 95838	84 Division St., Manistee, MI 49660	6983 North Okatie Highway Suite F, Ridgeland, SC 29936
3280 Edward Ave Ste E, Santa Clara, CA 95054	403 E. Sharon Avenue, Houghton, MI 49931	1034 Hwy 1 South, Lugoff, SC 29078
8185 Belvedere Ave, Suite F, Sacramento, CA 95826	552 N Cedar Street, Mason, MI 48854	412 E. 5th North St., Summerville, SC 29483
3466 Brickway Blvd, Santa Rosa, CA 95403	1708 Bay City Road, Midland, MI 48640	620-A Industrial Way, Chester, SC 29706
1645 Old County Road, San Carlos, CA 94070	500 Detroit Avenue, Monroe, MI 48162	3870 Leeds Ave. Suite 102, North Charleston, SC 29405
328 E. Commercial Road Unit 112, San Bernardino, CA 92408	3715 S. Isabella Rd., Mt Pleasant, MI 48858	550 Clemson Road, Columbia, SC 29229
20 N. East Street, Ste. 102, Woodland, CA 95776	1537 S. Getty, Muskegon, MI 49442	1601 Shop Road Suite J, Columbia, SC 29201
9030 Carroll Way Suite 9, San Diego, CA 92121	1470 N M-52, Owosso, MI 48867	2010 North Main Street, Conway, SC 29526
1510 Old Oakland Road, Ste 100, San Jose, CA 95112	3777 Lapeer Rd. Unit a, Port Huron, MI 48060	408 Hyde Pk Rd/Hwy, Darlington, SC 29532
1367 Dayton St. Unit A, Salinas, CA 93901	101 Peyerkt Ct, Romeo, MI 48065	404 Ross Ave, Easley, SC 29640
1128 Western St Unit # 5 & 7, Fairfield, CA 94533	3542 I-75 Business Spur, Sault S Marie, MI 49783	1352 JAMES JONES AVE, Florence, SC 29505
2980 Kerner Blvd, San Rafael, CA 94901	1825 Dewey Lane, South Haven, MI 49090	2021 N Cashua Drive, Florence, SC 29501
124 River Street, Santa Cruz, CA 95060	37070 Van Dyke Avenue, Sterling Heights, MI 48312	1514 Old Georgia Hwy Ste B, Gaffney, SC 29341
1309 Simpson Way, Suite A, Escondido, CA 92029	1161 West West Street, Sturgis, MI 49091	2854 Wade Hampton Blvd, Ste A, Taylors, SC 29687
7868 Raytheon Rd., San Diego, CA 92111	207 E. Lake Street, Tawas City, MI 48763	7108 Augusta Rd Ste A, Piedmont, SC 29673
1526 Del Monte Blvd., Seaside, CA 93955	1200 William R. Monroe Blvd., Three Rivers, MI 49093	2511 HWY 72-221, Greenwood, SC 29649
3430 E. Airport Way, Long Beach, CA 90806	1424 Trade Center Dr., Traverse City, MI 49696 1537 S.	151 Homer Circle, Greer, SC 29651
21 W. Easy Street, Unit 105, Simi Valley, CA 93065	Getty, Muskegon, MI 49442	1770 Hwy 521 By-Pass South, Lancaster, SC 29720
920 Front Street, Soledad, CA 93960	225 Washington Street, Arcadia, WI 54612	22452 HWY 76 East, Laurens, SC 29360
14987 Camague Avenue, Sonora, CA 95370	5350 Hwy 61 Suite #4, White Bear Lake, MN 55110	3914 Platt Springs Road, West Columbia, SC 29170
1048 West Fremont St. Ste A, Stockton, CA 95203	1103 Sykes Street, Albert Lea, MN 56007	617 Main Street Ext, Moncks Corner, SC 29461
3663 Arch Rd. Suite 200, Stockton, CA 95215 4063	2710 State Highway 29 South, Alexandria, MN 56308	469 Longpoint Road, Mt Pleasant, SC 29464
Calloway Court, Stockton, CA 95215	702 17th Ave NW, Austin, MN 55912	309 Reservior Street, Georgetown, SC 29440
2910 Riverside Dr. Ste 105, Susanville, CA 96130	13259 Dogwood Drive, Baxter, MN 56425	658 Wilson Road, Newberry, SC 29108
1445 Kern Street, Taft, CA 93268	2400 Cram Ave SE, Bemidji, MN 56601	7178 Cross County Rd Ste#101, North Charleston, SC 29418
1170 East Tehachapi Blvd. Suite B, Tehachapi, CA 93561	107 6th Street N.E. Bay1-4, Buffalo, MN 55313	1849 Joe S. Jeffords Hwy, Orangeburg, SC 29115
26540 Jefferson Ave. Suite C, Murrieta, CA 92562	701 Garfield Street South, Cambridge, MN 55008	641 Celriver Road, Rock Hill, SC 29730
222 W Larch Road, STE #A, Tracy, CA 95304	723 1st Street SE, Richmond, MN 56368	10871 Clemson Blvd, Seneca, SC 29678
1472 S. Blackstone, Tulare, CA 93274	422 W Hwy 10, Detroit Lakes, MN 56501	1021 Old Stage Rd Ste B, Simpsonville, SC 29681
2350 North Walnut Road, Turlock, CA 95381	1201 Center Ave West, Dilworth, MN 56529	1865 E Main St, Duncan, SC 29334
860 South State Street Suite A, Ukiah, CA 95482	3824 West Superior St., Duluth, MN 55807	650 Buffington Road, Spartanburg, SC 29303
37420 Cedar Blvd. Ste E, Newark, CA 94560	200 Schilling Drive Suite 300, Dundas, MN 55019 11044	800 East Liberty Street, Sumter, SC 29153
821 Eubanks Dr. Suite B, Vacaville, CA 95688	Industrial Circle NW Ste # P, Elk River, MN 55330 1101	441 N. Duncan Bypass, Union, SC 29379
25133 Ave Tibbitts Unit A, Valencia, CA 91355	Division Street West, Faribault, MN 55021 924 East 10th	1002 North Jefferies Highway, Walterboro, SC 29488
7456 Valjean Avenue, Van Nuys, CA 91406	Street, Fairmont, MN 56031	100 Inman Cross Road, York, SC 29745
903 E Douglas Ave Suite A, Visalia, CA 93292	833 North Tower Road, Fergus Falls, MN 56537	6 Nth Dakota Street Suite 100, Aberdeen, SD 57401
18499 Phantom West, Ste 6, Victorville, CA 92394	1210 3rd Avenue NE, Glenwood, MN 56334	100 E. Annabelle, Brandon, SD 57005
9600 W. Grove Ave, Visalia, CA 93291	1340 East Hwy 169, Grand Rapids, MN 55744	1321 Main Avenue South, Brookings, SD 57006
1334 N. Melrose Dr. Suite A & B, Vista, CA 92083	1321 Andover Blvd NE, Suite 110, Ham Lake, MN 55304	355 Market St. W, Huron, SD 57350
542 Walker St., Watsonville, CA 95076	671 East 31st St. Ste B, Hastings, MN 55033	433 SE 12th St. Suite 102, Madison, SD 57042 950
501 Harbor Blvd Unit A, West Sacramento, CA 95691	1401 East 37th Street, Hibbing, MN 55746	Commerce Street, Suite 103, Mitchell, SD 57301 2315
534 West 7th Street, Williams, CA 95987	945 Fifth Avenue S.E. Unit 5, Hutchinson, MN 55350	E. Dakota Ave., Pierre, SD 57501
1256 Garden Highway Ste A, Yuba City, CA 95993	21483 Grenada Ave. Suite 140, Lakeville, MN 55044	3640 Campbell Street Suite D, Rapid City, SD 57701
344 Santa Fe Ave., Alamosa, CO 81101	206 LeMieur St., Little Falls, MN 56345	1550 Samco Road, Rapid City, SD 57702
303 Sawyer Road, Durango, CO 81301	303 South Gorman Ave Ste 100, Litchfield, MN 55355	27091 Katie Road, Tea, SD 57064
1218 Commerce Ct Unit A, Lafayette, CO 80026 510	150 Pauley Way, Mankato, MN 56001	1210 E Benson, Sioux Falls, SD 57104
Compton Street, Suite 102, Broomfield, CO 80020 707	702 Erie Road, Marshall, MN 56258	4311 E. Colorado Blvd, Suite 1, Spearfish, SD 57783
S 8th Street, Canon City, CO 81212	812 N 16th St, Montevideo, MN 56265	1123 9th Ave SW, Watertown, SD 57201
1491 Tuskegee Place Suite F, Colorado Springs, CO 80915	4059 Chelsea Road West, Monticello, MN 55362	1101 Broadway Ave Suite 117, Yankton, SD 57078
4127 Sinton Road, Colorado Springs, CO 80907	723 Iowa Ave, Morris, MN 56267	5210 Hwy 64 East, Selmer, TN 38375
5180 Smith Road, Unit C&D, Denver, CO 80216	1600 Westridge Rd., New Ulm, MN 56073	602 N. Congress Parkway, Athens, TN 37303
12061 Pennsylvania Street, Thornton, CO 80241	5595 Memorial Avenue, Oak Park Heights, MN 55082	110 Bank Drive, Brownsville, TN 38012
7065 S Fulton St. Ste 150, Centennial, CO 80112	1065 26th Place NW, Owatonna, MN 55060	2818 East 48th Street, Suite 114, Chattanooga, TN 37407
10500 Havana Court, UnitB, Brighton, CO 80601	2530 Xenium Ln N Suite 100, Plymouth, MN 55441	3740 Powers Court Suite 200, Chattanooga, TN 37416 190
6060A West 55th Ave, Arvada, CO 80002	403 Farmer St. NW, Preston, MN 55965	West Dunbar Cave Rd., Clarksville, TN 37040
5641 Washington St, Denver, CO 80216	1587 Hay Creek Valley Road, Red Wing, MN 55066	919 Keith Street, Cleveland, TN 37311
3809 Norwood dr Unit 6 & 7, Littleton, CO 80125	1303 E Bridge St Unit 50, Redwood Falls, MN 56283	102 E Centre Stage Bus Park, Clinton, TN 37716
3225 Prairie Ave, Boulder, CO 80301	1680 Industrial Drive NW, Rochester, MN 55901	1308 East Spring Street, Cookeville, TN 38501
2300 W. 2nd Ave Unit B, Denver, CO 80223	930 Pennington Ave., Thief River Falls, MN 56701	310 East James Cambell, Columbia, TN 38401
3155 N Chambers Rd Unit H, Aurora, CO 80011	1225 Timberlane Dr. Unit #2, Sauk Centre, MN 56378	131 Industrial Rd N, Covington, TN 38019
12001 East 33rd Ave, Aurora, CO 80010	1011 Benton Drive South, Sauk Rapids, MN 56379	372 Woodlawn Rd, Crossville, TN 38555
19873 US Highway 34, Fort Morgan, CO 80701	6268 HWY 101, Shakopee, MN 55379	1289 Manufacturers Rd, Dayton, TN 37321
2415 East Mulberry St Ste #3, Fort Collins, CO 80524	2214 County Hwy 10, Mounds View, MN 55112 640	1 Reserve Road, Dickson, TN 37055
510 Denver Ave, Fort Lupton, CO 80621	54th Avenue, North Ste B, Saint Cloud, MN 56303 106	116 Regina Street, Martin, TN 38237
701 Pine Ridge Rd., Unit 1, Golden, CO 80403	Grace St., Saint Peter, MN 56082	1601 Forrest Street, Dyersburg, TN 38024

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
2765 Riverside Parkway Unit A, Grand Junction, CO 81501	8600 Excelsior Blvd., Hopkins, MN 55343	150 Judge Don Lewis Blvd, Elizabethton, TN 37643
1104 42nd St., Evans, CO 80620	7801 Park Drive Suite D, Chanhassen, MN 55317	1404 Huntsville Highway, Fayetteville, TN 37334 96B
30636 E. Hwy 50, La Junta, CO 81050	3600 Labore Rd. Ste3&4, Vadnais Heights, MN 55110	Beasley Drive, Franklin, TN 37064
13750 Deere Ct, Longmont, CO 80504	12150 12th Avenue South, Burnsville, MN 55337	574 South Water Ave., Gallatin, TN 37066
104 East 15th Street, Loveland, CO 80538	7521 Washington Ave. S., Edina, MN 55439	130 JMZ Drive, Gordonsville, TN 38563
2430 N. Townsend Ave, Montrose, CO 81401	1467 Lake Street South Suite 100, Forest Lake, MN 55025	100 Wren Street, Greeneville, TN 37743
1275 Gary Ave, Pueblo, CO 81001	4111 Mackenzie Ct. NE Ste 400, Saint Michael, MN 55376	1951 Dr. F. E. Wright Dr., Jackson, TN 38301
3000 Granada, Pueblo, CO 81005	1920 Oakcrest Ave Suite 8, Roseville, MN 55113	2541B Jacksboro Pike, Jacksboro, TN 37757
695 Buckhorn Dr., Rifle, CO 81650	650 Olive Street, Saint Paul, MN 55130	2920 East Oakland Avenue, Johnson City, TN 37601
944 E. Rainbow Blvd, Salida, CO 81201	1200 American Blvd. East, Bloomington, MN 55425	900 Wilcox Ct., Kingsport, TN 37660
591 Adams Ave Unit A, Silverthorne, CO 80498	6937 Hwy 10 Suite 180, Ramsey, MN 55303	2724 John Deere Drive Suite 205, Knoxville, TN 37917
1111 W. Victory Way Unit#121, Craig, CO 81625	2550 Kasota Ave. Suite A, Saint Paul, MN 55108 8307	3545 Papermill Road, Knoxville, TN 37909
225 W Main St, Sterling, CO 80751	Brooklyn Bouldevard, Brooklyn Park, MN 55445 1313	163 Business Park Drive Suite 12, Lebanon, TN 37087
15 East 8th Ave, Yuma, CO 80759	Fairgrounds Road, Two Harbors, MN 55616 8367	70 A North Main, Lexington, TN 38351
81-A Old Windsor Road, Bloomfield, CT 06002	North Enterprise Drive, Virginia, MN 55792 225	155A Natalie Blvd, Loudon, TN 37774
25 Business Park Dr. Suite A, Branford, CT 06405	Industrial Blvd, Waconia, MN 55387	433 Myatt Dr, Madison, TN 37115
597 Middle St., Bristol, CT 06010	115 1st St. SE, Wadena, MN 56482	411 Home Ave., Maryville, TN 37801
13-15 Old Sherman TPKE, Danbury, CT 06810	140 SE 25th Street, Willmar, MN 56201	4127 Manchester Hwy, McMinnville, TN 37110
210-A Robert Street, East Hartford, CT 06108	1275 Riverview Dr., Winona, MN 55987	6412 Summer Ave. Suite 102, Bartlett, TN 38134
170 Research Parkway, Meriden, CT 06450	250 Industrial Lane, Worthington, MN 56187	976 Brooks Road, Memphis, TN 38116
199 Shunpike Rd, Cromwell, CT 06416	1207 NW Pamela Blvd., Grain Valley, MO 64029	310 Moore Lane, Suite 101, Collierville, TN 38017
#230 Woodmont Road Unit 1-3, Milford, CT 06460	2237 Fairlawn Drive, Carthage, MO 64836	4668 Damascus Rd., Memphis, TN 38118
356 Sackett Point Road, North Haven, CT 06473	5703 Osage Beach Parkway, Osage Beach, MO 65065	2025 W. Van Hook, Milan, TN 38358
2231 Berlin Turnpike, Newington, CT 06111	2561 Bloomfield Rd, Cape Girardeau, MO 63701	5466 Hwy 51 North, Memphis, TN 38127
264 Route 32, North Franklin, CT 06254	810 S. Washington, Chillicothe, MO 64601	1115 W. Morris Blvd, Morristown, TN 37813
164 Providence Pike, Putnam, CT 06260	1460 East DZF Road, Clinton, MO 64735	1056 Seals Way Unit G H I, Murfreesboro, TN 37129
555 Lordship Blvd, Stratford, CT 06615	1919 Paris Road, Columbia, MO 65202	500 Waldron Rd. Ste 800, Lavergne, TN 37086
330 Fairfield Avenue, Stamford, CT 06902	424 N. Washington St., Farmington, MO 63640	7004 Westbelt Dr, Nashville, TN 37209
1344 Meriden Road, Waterbury, CT 06705	1307 Business 54 South, Fulton, MO 65251	470 Metroplex Drive, Suite 201, Nashville, TN 37211
285 Murphy Rd, Hartford, CT 06110	4200 Main Street, Grandview, MO 64030	820 Fesslers Lane, Nashville, TN 37210
130 Hickman Rd. Suite #5, Claymont, DE 19703	2069 Industrial Valley Park Dr., Hannibal, MO 63401	1444 N. Broad Street Suite B, Tazewell, TN 37879
1070A S. Little Creek Rd., Dover, DE 19901	70 Francois Drive, Suite 70, Herculaneum, MO 63048	228 Midway Lane, Oak Ridge, TN 37830
205 Mullet Run Street, Milford, DE 19963	123 B Industrial Park Drive, Hollister, MO 65672	18025 Alberta St., Oneida, TN 37841
92 Quigley Blvd., New Castle, DE 19720	2117 Industrial Blvd., Jefferson City, MO 65109	1055 Mineral Wells Suite 13, Paris, TN 38242
625 Dawson Drive, Newark, DE 19713	3857 East 20th, Joplin, MO 64801	200 Kirby Drive, Portland, TN 37148
15 Germay Drive, Wilmington, DE 19804	3558 Red Iron Drive, Joplin, MO 64801	1672 West College Street, Pulaski, TN 38478
9308 Sussex Corporate Center Dr, Seaford, DE 19973	1224 Swift Ave., North Kansas City, MO 64116	2006 Highway 72 East, Corinth, MS 38834
910 Magnolia Avenue, Auburndale, FL 33823	1201 SE Century Drive, Lees Summit, MO 64081	1012 Old Knoxville Hwy Ste 1, Sevierville, TN 37862
5940 SE Hames Rd, Belleview, FL 34420	4710 NW Gateway, Riverside, MO 64150	150 Jacob Lane, Sparta, TN 38583
3300 S Congress Ave Unit 21, Boynton Beach, FL 33426	2401 Southwest Blvd., Kansas City, MO 64108	1015 Bradley Dr. Ste. 10, Springfield, TN 37172
816 Manatee Ave East, Unit 12 & 13, Bradenton, FL 34208	2105 Kara Ct, Liberty, MO 64068	205 Industrial Boulevard, Tullahoma, TN 37388
16252 Springhill Drive, Brooksville, FL 34604	301 Plaza Drive, Harrisonville, MO 64701	1266 Hwy 411, Suite 12, Vonore, TN 37885
954 NE Pine Island Rd, Unit A/B, Cape Coral, FL 33909	10328 NW Prairie View Road, Kansas City, MO 64153	1010 Broadway Ave., New Johnsonville, TN 37134
2111 Sunnysdale Blvd unit A, Clearwater, FL 33765	10529 E. 40 Hwy, Independence, MO 64055	709 Industrial Blvd, Marble Falls, TX 78654
4730 110th Ave, Clearwater, FL 33762	2704 N. Baltimore Street, Kirksville, MO 63501	1501 South Hwy 108, Stephenville, TX 76401
917 Three Sisters Spring Trail, Crystal River, FL 34429	1790 West Elm, Lebanon, MO 65536	1300 North Interstate 35 E, Carrollton, TX 75006
2450 E. International Speedway Blvd, Deland, FL 32724	701 S. Missouri Ave Ste B, Macon, MO 63552	1773 Industrial Blvd., Abilene, TX 79602
707 W Park Avenue, Edgewater, FL 32132	325 Larry Lane, Maryville, MO 64468	620 Henrietta Creek Road, Suite 100, Roanoke, TX 76262
7909 Congress St., Port Richey, FL 34668	1390 W. Arrow St., Marshall, MO 65340	8 Prestige Circle, Suite # 110, Allen, TX 75002
96076 Chester Road, Yulee, FL 32097	721 W. Jackson, Mexico, MO 65265	2000 SW 3rd Avenue, Amarillo, TX 79106
215 SW 28th Street, Ft Lauderdale, FL 33315	2405 E. Malone, Suite 1, Miner, MO 63801	4470 Canyon Drive, Amarillo, TX 79109
7600 Alico rd. Units 7-9, Fort Myers, FL 33912	1003 W Highway 24, Moberly, MO 65270	924 Gemini Street, Houston, TX 77058
1700 Banks Road, Suite 2A, Margate, FL 33063	775 J Chapel Drive, Monett, MO 65708	511 N Watson Rd., Arlington, TX 76011
4350 Oakes Rd. Suites 508 & 509, Davie, FL 33314	1212 Industrial Park Drive, Mt. Vernon, MO 65712	6006 Ben White Blvd. St. 100, Austin, TX 78741
6320 Metro Plantation, Fort Myers, FL 33966	12413 East Hwy 86, Neosho, MO 64850	2120 W Braker Ln Ste F, Austin, TX 78758
7355 Commercial Circle, Fort Pierce, FL 34951	1120 E. Walnut, Nevada, MO 64772	2828 N. Main St., Baytown, TX 77520
295 Lewis Street, Fort Walton Beach, FL 32547	380 Hwy CC, B102, Nixa, MO 65714	1214 Ave F, Bay City, TX 77414
203 SW 16th Avenue, Gainesville, FL 32601	603 Hwy 28 East, Owensville, MO 65066	4665 Fannett, Beaumont, TX 77705
1315 NW 53rd Avenue, Gainesville, FL 32609	3640 Highway 67 N, Poplar Bluff, MO 63901	1525 HWY 181 Frontage N., Beeville, TX 78102
502 N Orange Ave, Green Cove Springs, FL 32043	2250 N. Bishop Ave Suite F, Rolla, MO 65401	1605 E FM 700, Big Spring, TX 79720
1440 N. Nova Rd, Ste 202, Daytona Beach, FL 32117	3211 South Limit, Sedalia, MO 65301	200 East Sam Rayburn Drive, Bonham, TX 75418
4366 Louis Avenue, Unit 101, Holiday, FL 34691	1111 Horan Drive, Suite G, Fenton, MO 63026	600 College Avenue, Borger, TX 79007
943A Taft-Vineland Rd., Orlando, FL 32824	4000 North Service Road, Saint Peters, MO 63376	1409 Chico Highway, Bridgeport, TX 76426
335 S. Krome Avenue, Florida City, FL 33034	2208 Vandeventer, Saint Louis, MO 63110	1500 FM 389 Rd, Brenham, TX 77833
4250 Highway Avenue Unit 2, Jacksonville, FL 32254 14600	2618 Delmar Avenue, Saint Louis, MO 63103	5955 Padre Island Hwy. Suite B, Brownsville, TX 78521
Duval Place West, Suite 31, Jacksonville, FL 32218 1198	750 Jeffco Blvd., Arnold, MO 63010	3313 W State Highway 21, Bryan, TX 77803
Mayport Road, Suite 6, Atlantic Beach, FL 32233 1408	135 Hamilton Industrial Ct, Wentzville, MO 63385	415 East Main Street, Lewisville, TX 75057
Haines St., Jacksonville, FL 32206	11493 Page Service Drive, Saint Louis, MO 63146	13860 N. Stemmons Freeway, Farmers Branch, TX 75234
201 Picketteville Rd, Jacksonville, FL 32220	8410 Manchester Rd., Brentwood, MO 63144	206 East Sabine Street, Carthage, TX 75633
9556 Historic Kings Rd South #104, Jacksonville, FL 32257	13590 Northwest Industrial Drive, Bridgeton, MO 63044	500 Brushy Creek Rd St.500, Cedar Park, TX 78613
1562 Park Lane South, Jupiter, FL 33458	2650 West Kearney Suite 108, Springfield, MO 65803	750 Hurst St. Suite B, Center, TX 75935
2520 Michigan Ave. Ste. E, Kissimmee, FL 34744	2250 E. Kearney, Springfield, MO 65803	2515 N. Main, Cleburne, TX 76031
117 SE Nassau St, Lake City, FL 32025	624 B Goddard Ave., Chesterfield, MO 63005	734 S. Main, Clute, TX 77531
2210 S. Combee Rd., Lakeland, FL 33801	1745 West 5th Street, Eureka, MO 63025	9015 Knight Road, Houston, TX 77054
3711 Century Blvd. Unit #1, Lakeland, FL 33811	1815 Beltway Drive, Overland, MO 63114	1009 Houston St, Cleveland, TX 77327
3411 W. Main St. Ste # 3&4, Leesburg, FL 34748	3520 Pear Street, Saint Joseph, MO 64503	9434 Leopard St., Corpus Christi, TX 78410
830 S. Ronald Reagan Blvd Ste 212, Longwood, FL 32750	718 Missouri Avenue, Saint Robert, MO 65584	5004 South Highway 281, Alice, TX 78332
351 107th Street Gulf Units 1,2,3, Marathon, FL 33050 2499	830 East Young St., Warrensburg, MO 64093	425 Aldine Bender Ste. A, Houston, TX 77060
Commercial Park Drive, Marianna, FL 32448	1201 East 5th St., Washington, MO 63090	4530 Leopard St., Corpus Christi, TX 78408
4550 N.W. 72nd Avenue, Miami, FL 33166	1651 Porter Wagoner Blvd, West Plains, MO 65775	1216 South 7th, Corsicana, TX 75110
3977 NW 25th Street, Miami, FL 33142	1000 Warrenton Outlet Center, Warrenton, MO 63383	4934 Sharp Street, Dallas, TX 75247
18611 SW 107th Ave, Miami, FL 33157	409 North main Street, Amory, MS 38821	10702 N. Stemmons Freeway, Dallas, TX 75220
150 NW 176th St. Bay F, Miami Gardens, FL 33169	190 Corporate Drive, Batesville, MS 38606	2910 Rock Island Road, Irving, TX 75060
4031 NW 2nd Avenue, Miami, FL 33127	1378 Desoto Avenue, Clarksdale, MS 38614	1240 Texan Trail, Grapevine, TX 76051
10250 NW 89th Avenue, Bay 2, Medley, FL 33178	621 Gaines Hwy, Boyle, MS 38730	3923 Main Street, Dallas, TX 75226
6150 Old Bagdad Hwy, Milton, FL 32583	4335 Motley Road, Columbus, MS 39701	3360 Beltline Rd., Farmers Branch, TX 75234
16200 NW 59TH AVE, Miami Lakes, FL 33014	518 Deerfield Dr., Forest, MS 39074	4932 Sharp Street, Dallas, TX 75247
150 Kid Ellis Road, Mulberry, FL 33860	95 Grady Road, Grenada, MS 38901	1550 S IH 45, Hutchins, TX 75141
1826 Trade Center Way, Units G&H, Naples, FL 34109	12440 Seaway Road, Gulfport, MS 39503	2200 Big Town Blvd Suite 200, Mesquite, TX 75149
811 NE 16th St. Units 103-104, Ocala, FL 34470	33 Hwy 589, Purvis, MS 39475	201 Bryan Street, Dayton, TX 77535

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
420 SW 33rd Ave, Ocala, FL 34474	1517 North Main Street, Hattiesburg, MS 39401	309 W Crawford, Denison, TX 75020
379 Douglas Rd Unit A, Oldsmar, FL 34677	102 Priestner Dr., Pearl, MS 39208	1026 Shady Oaks Drive, Denton, TX 76205
1833 SouthOrangeBlossomTrail, Apopka, FL 32703	2900 Industrial Blvd., Laurel, MS 39441	5565 Red Bird Center Dr, Suite 140, Dallas, TX 75237
6148 Hanging Moss Ste 150, Orlando, FL 32807	903-C South Locust Street, McComb, MS 39648	421 Conquest Blvd., Edinburg, TX 78539
890 Carter Rd Ste 150 & 160, Winter Garden, FL 34787	71 Hwy 19 N., Ste #1, Meridian, MS 39307	4720 Osborne Drive, Suite 200, El Paso, TX 79922
7101 Presidents Drive, Orlando, FL 32809	405 Liberty Road, Natchez, MS 39120	1234 N. Mechanic, El Campo, TX 77437
2405 W. Princeton Street, #11, Orlando, FL 32804	203 West Bankhead St., New Albany, MS 38652	1033-A Hawkins Blvd., El Paso, TX 79915
1230 N US Hwy 1 Ste 12, Ormond Beach, FL 32174	8393 Industrial Drive, Olive Branch, MS 38654	2100 S. Kaufman, Dallas, TX 75120
101 Amar Place, Panama City Beach, FL 32413	107 Commerce Drive, Oxford, MS 38655	10 Mustang Circle, Forney, TX 75126
2907 Reid Street, Palatka, FL 32177	3412 Main Street, Moss Point, MS 39562	2750 W. Euless Blvd., Euless, TX 76040
1209 Harrison Ave., Panama City, FL 32401	235 Industrial Drive, Senatobia, MS 38668	9661 Camp Bowie West, Fort Worth, TX 76116
2860 W. Navy Blvd., Pensacola, FL 32505	1085 Stark Rd. Ste N, Starkville, MS 39759	1400 Everman Parkway, Suite 700, Fort Worth, TX 76140
33 East Brent Lane, Pensacola, FL 32503	139 Willowbrook Drive, Sallitlo, MS 38866	7500 Baker Blvd, Suite 170, Richland Hills, TX 76118 6913
2716 S. Bryon Butler Pkwy, Perry, FL 32348	801 South Green, Tupelo, MS 38804	Camp Bowie Blvd, Fort Worth, TX 76116
2007Wood Court Ste 4, Plant City, FL 33563	3505 Manor Drive, Vicksburg, MS 39180	500 Railhead Rd. Suite 100, Fort Worth, TX 76106
1282 Market Circle Unit B2, Port Charlotte, FL 33953	1518 1st Ave N., Billings, MT 59101	605 West Hwy 82, Gainesville, TX 76240
2201 North Andrews Ave., Suite #102, Pompano Beach, FL 33069	4016 First Avenue S., Billings, MT 59101	10362 Miller Road, Dallas, TX 75238
750 NW Enterprise Drive, Suite 112, Port Saint Lucie, FL 34986	8235 Huffine Lane, Bozeman, MT 59718	2429 E. Main St., Gatesville, TX 76528
1155 Cattleman Road Unit C, Sarasota, FL 34232	3928 Wynne Ave #3, Butte, MT 59701	503 Leander Rd #1, Georgetown, TX 78626
655 Progress Way, Sanford, FL 32771	4212 North Star Blvd, Great Falls, MT 59405	1113 E. Austin St., Giddings, TX 78942
6915 15th Street Suite 205, Sarasota, FL 34243	2079 N. 1st. St #A, Hamilton, MT 59840	118 Highway 90A West, Gonzales, TX 78629
4453 US Hwy 27 S, Sebring, FL 33870	767 Nicole Street, Helena, MT 59601	3400 East Hwy 377, Granbury, TX 76049
3055 46th Avenue North, St Petersburg, FL 33714	421 West Idaho, Kalispell, MT 59901	1596 I-30 West, Greenville, TX 75402
4362 SE Commerce Ave, Stuart, FL 34997	201 North Haynes St., Miles City, MT 59301	1500 Brittmoore Rd. Ste 101, Houston, TX 77043
4747 N Nob Hill Rd Ste10, Sunrise, FL 33351	3010 W. Broadway, Missoula, MT 59808	8615 Jackrabbit Road, Ste F, Houston, TX 77095
5402 Pioneer Park, Tampa, FL 33634	205 2nd Ave NE, Suite 2, Sidney, MT 59270	7720 Pinemont, Houston, TX 77040
2603 Causeway Center Dr., Tampa, FL 33619	111O'Connor Place, Aberdeen, NC 28315	6836 Bourgeois, Houston, TX 77066
572 A Appleyard Drive, Tallahassee, FL 32304	1954-A East Main St, Albemarle, NC 28001	2205 N. 77 Sunshine Strip, Harlingen, TX 78550
5320 56th Commerce Park Blvd., Tampa, FL 33610	9 Glen Bridge Road Ste. 103, Arden, NC 28704	910 State Hwy 64 West, Henderson, TX 75652
228 & 242 Silverado St, Tavares, FL 32778	1007 South Fayetteville Street, Asheboro, NC 27203	1403 East Park Ave, Hereford, TX 79045
369 Cheney Hwy, Titusville, FL 32780	554 Riverside Drive, Suite D, Asheville, NC 28801	9197 Winkler Drive Suite D, Houston, TX 77017
268 Blue Juniper Blvd., Venice, FL 34292	209 Creek Ridge Rd, Suite D, Greensboro, NC 27406	7720 Pinemont, Houston, TX 77040
7656 Byron Dr., Riviera Beach, FL 33404	41 Charlie Brown Rd Suite 3, Burnsville, NC 28714	7100 North Loop East Ste A-16, Houston, TX 77028
1808 Clare Avenue, West Palm Beach, FL 33401	2144 Hanford Road, Burlington, NC 27215	12636 Market St., Houston, TX 77015
4200 Dow Road, Suite B, Melbourne, FL 32934	2738 North Graham St., Charlotte, NC 28206	616 Frazier St, Conroe, TX 77301
8120 Belvedere Rd, Unit #1, West Palm Beach, FL 33411	2415 -A Westinghouse Blvd, Charlotte, NC 28273	3600 Harrisburg Blvd., Houston, TX 77003
2725 Mountain Industrial Blvd, Tucker, GA 30084	1022-A1 Pressley Rd, Charlotte, NC 28217	1913 S Gordon St, Alvin, TX 77511
2207 E. Oglethorpe Blvd., Albany, GA 31705	8124 Statesville Rd, Charlotte, NC 28269	4808 A Dacoma, Houston, TX 77092
820 S Martin Luther King Blvd UnitA, Americus, GA 31709	616 E. Westinghouse Blvd., Charlotte, NC 28273	1708 1st Street, Humble, TX 77338
2255 McCollum Parkway Suite 400, Kennesaw, GA 30144	4023 Matthews Indian Trail Rd, Stallings, NC 28104	105 Berry Lane, Jacksonville, TX 75766
1640 Autumn Blvd., Conyers, GA 30013	303 West Elizabeth Street, Clinton, NC 28328	684 Interstate 45, Huntsville, TX 77340
6290 JimmyCarter Blvd Ste201, Norcross, GA 30071	51-B Carpenter Court N.W., Concord, NC 28027	818 Avenue B, Katy, TX 77493
604 A & 604 B Cordell Drive, College Park, GA 30349	2810 South Miami Blvd., Durham, NC 27703	1000 Sidney Baker Street, South, Kerrville, TX 78028
2961 Olympic Industrial Dr SE, Atlanta, GA 30339	108 West Edgerton Street, Dunn, NC 28334	1610 N Hwy 259 Suite 2, Kilgore, TX 75663
233 Arnold Mill Rd. Ste100, Woodstock, GA 30188 104	4611 Hillsborough Road, Durham, NC 27705	1911 South Brahma Blvd, Kingsville, TX 78363
Three West Parkway Ste 100, Villa Rica, GA 30180	1245A Highway 17 South, Elizabeth City, NC 27909	2102 S. Battleground, La Porte, TX 77571
6215-A Fulton Industrial Blvd., Atlanta, GA 30336 1467	502 S. Eastern Blvd., Fayetteville, NC 28301	612 Amistad, Laredo, TX 78041
Reynolds St., Augusta, GA 30901	525 Withrow Rd., Forest City, NC 28043	300 South Main Street, Lindale, TX 75771
4070 Washington Rd. Suite 2, Martinez, GA 30907	3090 W U.S. Hwy 64 Unit 110/111, Murphy, NC 28906	101 Fasteners Lane, Longview, TX 75604
530 East Calhoun St, Bainbridge, GA 39817	1430 Castle Court, Gastonia, NC 28052	420 N. Eastman Rd., Longview, TX 75601
463 Bay Street, Baxley, GA 31513	406 Vann Street, Goldsboro, NC 27530	6101 43rd Street, Suite A, Lubbock, TX 79407
590 Olympic Dr., Athens, GA 30601	2400 United Dr., Greenville, NC 27834	2610 50th Street, Lubbock, TX 79413
4759 New Jesup Highway, Brunswick, GA 31520	1007 Arnold St, Greensboro, NC 27405	2102 N. John Redditt Dr., Lufkin, TX 75904
4997 Bristol Industrial Way, Buford, GA 30518 145	12-L Wendy Court, Greensboro, NC 27409	690 Hwy 327 East, Silsbee, TX 77656
Marine Dr SE, Calhoun, GA 30701	985 Carolina Ave, Washington, NC 27889	1475 Heritage Parkway, Suite 109, Mansfield, TX 76063
1762 Highway 27 North UnitA, Carrollton, GA 30117	209 Hwy. 70 West, Havelock, NC 28532	1707 Branch Street, Marshall, TX 75670
1489 Hwy 411 NE, Cartersville, GA 30121	932 West Andrews Ave, Henderson, NC 27536	4200 W. Military Hwy, McAllen, TX 78503
168 Wilford Ash Sr. Parkway, Cleveland, GA 30528	1013 Old Spartanburg Rd. Ste A, Hendersonville, NC 28792	225 North Mccoll Road, McAllen, TX 78501
4617 Milgen Rd Unit 1, Columbus, GA 31907	1000 West Fairfield Road, High Point, NC 7263	417 Metro Park Dr. Ste 200, McKinney, TX 75071
1522 Veterans Parkway, Columbus, GA 31901	931 Lenoir Rhyme Blvd S.E., Hickory, NC 28602	600 W. Milam Street, Mexia, TX 76667
40095 Hwy 441 South, Commerce, GA 30529	267 Center Street, Jacksonville, NC 28546	555 Murray Street, Midlothian, TX 76065
601 A 16th Ave E., Cordele, GA 31015	1407-J NC Hwy 66 South, Kernersville, NC 27284	5405 West Industrial, Midland, TX 79706
10244 Industrial Blvd, Covington, GA 30014	3509 W Vernon Ave Units D&E, Kinston, NC 28504	1828 Ranger Highway, Weatherford, TX 76088
1110 Ridgeland Parkway Suite106, Alpharetta, GA 30004	12260 McColl Road, Laurinburg, NC 28352	1810 W. Ferguson, Mt Pleasant, TX 75455
416 Butler Industrial Drive, Dallas, GA 30132	2043 Andrew Jackson Hwy, Leland, NC 28451	1121 Southeast Stallings Dr., Nacogdoches, TX 75964
216 Rosen Drive, Dalton, GA 30720	820 South Main St., Lexington, NC 27292	992 Hwy 46 South, New Braunfels, TX 78130
6140 Highway 400, Suite D, Cumming, GA 30028	2695 East Main St., Lincolnton, NC 28092	320 East I-20 Suite A, Odessa, TX 79766
5365 Dividend Dr Ste G, Decatur, GA 30035	514 East 21st Street, Lumberton, NC 28359	1415 Dupont Drive, Orange, TX 77630
1190 Bowens Mill Rd SW, Douglas, GA 31533	2600 Sugar Hill Road, Marion, NC 28752	3818 W. Oak St., Palestine, TX 75801
708 Industrial Blvd, Dublin, GA 31021	1917 NC Hwy 119 South, Mebane, NC 27302	2125 Hobart St, Pampa, TX 79065
1001 Milledgeville Rd. Suite H, Eatonton, GA 31024	799 West Charlotte Avenue, Mount Holly, NC 28120	2240 N. Main, Paris, TX 75460
308 Fairburn Industrial Blvd., Fairburn, GA 30213 120	1053 Yadkinville Road, Mocksville, NC 27028	1118 N. Main St. Suite 2A, Pearland, TX 77581
Colony Drive, Fitzgerald, GA 31750	750 Oak Ridge Farm Road, Mooresville, NC 28115	2553 Summit Ave. Suite 500, Plano, TX 75074
2130 D Hilton Drive, Gainesville, GA 30501	223 Carbon City Road, Morganton, NC 28655	523 W. Oaklawn, Pleasanton, TX 78064
28 Coleman Blvd., Pooler, GA 31322	1635 A Morgan Mill Rd., Monroe, NC 28110	908 West 5th, Plainview, TX 79072
1516 Kalamazoo Drive Suite B-5, Griffin, GA 30224 229	4024 Arendell Street Ste 100, Morehead City, NC 28557	5221 East Parkway, Groves, TX 77619
W.GeneralScrevenWay M3, Hinesville, GA 31313 2046	120 North Gilmer Street, Mount Airy, NC 27030	210 Hwy 35 South, Port Lavaca, TX 77979
South Davis Road, Lagrange, GA 30241	1821 Racetrack Rd., New Bern, NC 28562	1008 US HWY 181, Portland, TX 78374
305 Shawnee North Dr. Ste200, Suwanee, GA 30024	424 Airport Boulevard, Morrisville, NC 27560	1003 S. Goliad Rd, Rockwall, TX 75087
1396 Rocky Creek Road, Macon, GA 31206	8928 US Hwy 70 West Ste 300, Clayton, NC 27520	1613 W. Cameron Ave., Rockdale, TX 76567
1715 Meredith Park Drive, McDonough, GA 30253	5608 Spring Court, Suite 106, Raleigh, NC 27616	1212 Avenue H, Rosenberg, TX 77471
1624 1st Ave SE, Moultrie, GA 31768	280 Premier Drive, Suite 101, Holly Springs, NC 27540	16074CentralCommerceDrSteB102, Pflugerville, TX 78660
20 Bledsoe Rd., Suite 6000, Newnan, GA 30265	5706 A Chapel Hill Rd, Raleigh, NC 27607	3453 IH 35 STE 100, San Antonio, TX 78219
401 Dividend Drive, Peachtree City, GA 30269	2300-110 Westinghouse Boulevard, Raleigh, NC 27604	9901 Broadway, STE 100, San Antonio, TX 78217
309 Dodd Blvd Suite 200, Rome, GA 30161	1636-1638 South Saunders Street, Raleigh, NC 27603	1731 S San Marcos Bldg914Ste103, San Antonio, TX 78207
2305 Louisville Rd, Suite8, Savannah, GA 31402	1704 Freeway Drive, Reidsville, NC 27320	1917 Pat Booker Rd, Universal City, TX 78148
830 S. Main St., Statesboro, GA 30458	761 Old Farm Rd. South, Roanoke Rapids, NC 27870	15002 Tradesman Drive, Ste 1, San Antonio, TX 78249 3708
1017 West Jackson Street, Thomasville, GA 31792	2768 North Wesleyan Blvd., Rocky Mount, NC 27804	U.S. 377 South, Brownwood, TX 76801
492 Main Street, Thomson, GA 30824	3226 Durham Road, Roxboro, NC 27573	2970 B Hwy 123, San Marcos, TX 78666
76 Ulyanovsk Road, Hartwell, GA 30643	3905 Hawkins Ave, Sanford, NC 27330	1850 Grandstand Drive, San Antonio, TX 78238

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
2004 East Hill Ave., Valdosta, GA 31601	746 Long Meadow Drive Suite B, Salisbury, NC 28147	500 IH 10 East, Seguin, TX 78155
2707 E. 1st St., Vidalia, GA 30474	203 Three Brothers Ave, Shelby, NC 28152	2612 Frisco Road, Sherman, TX 75090
2985-B Knight Ave, Waycross, GA 31501	1338 N. Brightleaf Blvd., Smithfield, NC 27577	11603 N. Houston Rosslyn, Houston, TX 77086
6110 Watson Blvd., Byron, GA 31008	1216 West Front Street, Statesville, NC 28677	3723 Greenbriar Dr., Stafford, TX 77477
1290 Greensboro HWY Suite A, Watkinsville, GA 30677	2225 Main Street, Tarboro, NC 27886	948 Gilmer St., Sulphur Springs, TX 75482
925 S. Main St., Tifton, GA 31793	19526 Great Smokey MTN EXPY Unit 3, Waynesville, NC 28786	6000 Broadway Ste B, Galveston, TX 77551
10 Business Center Drive, Winder, GA 30680	2400 Clemmonsville Rd. SteB, Winston Salem, NC 27103	2711 Airport Rd. Ste B, Temple, TX 76504
215 Rojas Street, Unit 125, Tamuning, GU 96913	1705 Industrial Drive, Wilkesboro, NC 28697 3022	150 Business Circle, Terrell, TX 75160
15 Kukila Street, unit #1, Hilo, HI 96720	North Kerr Avenue, Wilmington, NC 28405 8157	2707 New Boston Road, Texarkana, TX 75503
720 Moowaa St Ste A, Honolulu, HI 96817	North Pointe Blvd., Winston Salem, NC 27105 6701	25275 Budde Rd. Ste 2, Spring, TX 77380
46-217 Kahuhipa Street, Kaneohe, HI 96744	Ward Blvd., Wilson, NC 27893	823 East Main Street, Tomball, TX 77375
2108 Lauwiliwili St. Unit 101C, Kapolei, HI 96707 73-	654 Carolina Avenue, Yadkinville, NC 27055	2221 W Southwest Loop323SteA, Tyler, TX 75701
5569 Maiiau St. #105 & #106, Kailua Kona, HI 96740 800	810-A Park Avenue, Youngsville, NC 27596	600 S Southeast Loop 323, Tyler, TX 75702
Eha Street Unit #22, Wailuku, HI 96793	1405 Airport Road, Bismarck, ND 58504	2256 East Main Street, Uvalde, TX 78801
2228 S.E. 5th Street, Ames, IA 50010	2349 3rd Ave. West, Dickinson, ND 58601	4310 Houston Hwy, Victoria, TX 77901
406 E. 3rd Street, Atlantic, IA 50022	2325 46th St, Fargo, ND 58103	21966 IH 10 West Access Road, Vidor, TX 77662
4386 State Street, Bettendorf, IA 52722	3215 Main Ave Suite A, Fargo, ND 58102	552 N. Loop 340, Bellmead, TX 76705
1301 Broadway Street, West Burlington, IA 52655 425	2703 Valley Circle, Grand Forks, ND 58203	5020 Franklin Ave, Waco, TX 76710
US Highway 30 West Suite 350, Carroll, IA 51401 825	104 12th Avenue NW, #6, Hazen, ND 58545	41212 Park 290 Rd. Suite D2, Waller, TX 77484
33rd Ave. SW, Cedar Rapids, IA 52404	1512 Business Loop E., Jamestown, ND 58401	150 W. Butcher Rd, Waxahachie, TX 75165
2016 Lincoln Way, Clinton, IA 52732	601 Burlington St SE, Mandan, ND 58554	4507 Old Jacksboro Hwy, Wichita Falls, TX 76302
2130 23rd Avenue, Council Bluffs, IA 51501	700 20th Ave., S.W., Minot, ND 58701	767 Auto Mall Drive, Unit 11, American Fork, UT 84003
805 South Abell, Creston, IA 50801	502 Grace Avenue, Breckenridge, MN 56520 3000 2nd	2130 West HWY 56 Ste. A, Cedar City, UT 84720
5101 Tremont Ave., Davenport, IA 52807	Avenue SW, Ste B, Watford City, ND 58854 2211 2nd	2210 S Highway 40 Ste F, Heber City, UT 84032
1797 State Hwy 9 East, Decorah, IA 52101	Ave W., Williston, ND 58801	1510 West Gordon Ave., Layton, UT 84041
3120 Delaware Ave., Des Moines, IA 50313	3414 N. 6th St., Beatrice, NE 68310	1355 W. 800N., Orem, UT 84057
1610 11th Street, De Witt, IA 52742	239 S. 9th St. Ste 201, Blair, NE 68008	642 North 1000 West Su.#109, Logan, UT 84321
1074 Cedar Cross Road, Dubuque, IA 52003	1620 East 23rd Street, Columbus, NE 68601	9706 S. Sandy Parkway, Sandy, UT 84070
3014 5th Ave. South, Fort Dodge, IA 50501	1730 East 23rd Ave., Fremont, NE 68025	1327 West 2550 S., Suite 2 & 4, Ogden, UT 84401 2710
5634 Avenue O, Fort Madison, IA 52627	3006 West Old Highway 30, Grand Island, NE 68803	North 1600 West Ste C, Pleasant View, UT 84404 340
10892 Douglas Ave., Urbandale, IA 50322	100 West J Street, Hastings, NE 68901	West 600 South, Price, UT 84501
105 West Street South Ste E, Grinnell, IA 50112	2630 E. Highway 30, Kearney, NE 68847	765 S. University Ave St., Provo, UT 84601
1006 13th Street North, Humboldt, IA 50548	305 Heartland Dr., Lexington, NE 68850	322 S. Main St., Richfield, UT 84701
907 South Fifth St, Manchester, IA 52057	3201 N. 23rd Street STE 1, Lincoln, NE 68521	3825 W. 2100 S., Suite D, West Valley City, UT 84120 215
348 South Oak Street, Iowa Falls, IA 50126	1008 West B St., McCook, NE 69001	North Redwood Rd Unit 5, North Salt Lake, UT 84054 4425
507 Highland Avenue, Iowa City, IA 52240	706 S 11th Street, Nebraska City, NE 68410	South 500 West, Suite A, Murray, UT 84123
3533 Main Street Suite 2, Keokuk, IA 52632	608 West Omaha Avenue, Norfolk, NE 68701	1348 South Redwood Road, Salt Lake City, UT 84104 1958
345 5th Avenue NW, Le Mars, IA 51031	1801 East 4th Street, North Platte, NE 69101	N Main, Unit #1, Spanish Fork, UT 84660
1309 Industrial Blvd Suite B, Marshalltown, IA 50158	2910 K Street, Suite A, Omaha, NE 68107	389 N. Industrial Suite 9, St George, UT 84770
904 S. Federal Ave., Mason City, IA 50401	705 N. Frontier Dr., Papillion, NE 68046	919 N. Main St., Tooele, UT 84074
1105 W. Washington St., Mt Pleasant, IA 52641	4139 S. 84th St, Omaha, NE 68127	190 South 200 West Street, Tremonton, UT 84337
2007 Grandview Ave., Muscatine, IA 52761	316 East Hwy 20, Oneill, NE 68763	1390 E. 1300 S., Naples, UT 84078
1 Gateway Drive, Ottumwa, IA 52501	2945 10th Street, Gering, NE 69341	5320 W Wells Park Rd, Unit #12, West Jordan, UT 84088
805 Oskaloosa Street, Pella, IA 50219	621 Jackson Ave., Seward, NE 68434	885 Empire Drive, Abingdon, VA 24210
1513 1/2 N. Broadway St., Red Oak, IA 51566	921 N. Grant Ave., York, NE 68467	326 Calvert Ave., Alexandria, VA 22301
4169 US 75 South, Sioux Center, IA 51250	29 Salt Shed Road Unit1, Charlestown, NH 03603	113 Roberts Street, Wise, VA 24293
1901 Leech Ave, Sioux City, IA 51106	130 Hall St, Concord, NH 03301	2118 Euclid Ave. Suite 1, Bristol, VA 24201
1001 2nd Ave SE, Spencer, IA 51301	165 Industrial Park Dr., Dover, NH 03821	230 West 22nd Street, Buena Vista, VA 24416
701 Seneca Suite #3, Storm Lake, IA 50588	350 Heritage Avenue, Portsmouth, NH 03801	237 Elliott Ave., Charlottesville, VA 22903
7122 Nordic Drive, Cedar Falls, IA 50613 700	350 Heritage Avenue, Portsmouth, NH 03801	1244 Executive Blvd Suite 104b, Chesapeake, VA 23320
Technology Pl., Waverly, IA 50677	4 Perkins Way, Newburyport, MA 01950	14310 Sullyfield Circle Unit 500, Chantilly, VA 20151
625 Jensen Grove Dr., Blackfoot, ID 83221	880 Candia Road, Manchester, NH 03109	5 Midway Plaza Drive Suite A, Christiansburg, VA 24073
2506 Orchard, Boise, ID 83705	42 Production Avenue, Keene, NH 03431	1104 West Roslyn Road, Colonial Heights, VA 23834
535 N Locust Grove Suite 100, Meridian, ID 83642	154 A Main Street, Salem, NH 03079	1256 S. Craig Ave., Covington, VA 24426
536 Overland, Burley, ID 83318	72 Primrose Dr., Unit 2, Laconia, NH 03246	16140 Rogers Road, Culpeper, VA 22701
3111 Cleveland Blvd., Caldwell, ID 83605	198 Riverside Drive, Littleton, NH 03561	1253 South Boston Rd., Danville, VA 24540
1807 N. 4th Street, Coeur D Alene, ID 83814	3 Perimeter Road, Unit #2, Manchester, NH 03103	415 Cleburne Blvd, Dublin, VA 24084
3760 S. Yellowstone Hwy, Idaho Falls, ID 83402	7 Pittsburgh Avenue, Nashua, NH 03062	3835 Pickett Rd, Fairfax, VA 22031
374 American Ave., Jerome, ID 83338	45 Allen St, Rochester, NH 03867	390 A Kings Highway, Fredericksburg, VA 22405
3808 N. Sullivan Rd., Spokane Valley, WA 99216	8 Commerce Avenue Suite 2, West Lebanon, NH 03784	336 Carolina Rd., Suffolk, VA 24344
977 Airbase Rd, Mountain Home, ID 83647	1559 Springtown Road, Alpha, NJ 08865	1790 Dealton Ave., Harrisonburg, VA 22802
337 West Karcher, Nampa, ID 83687	206 West Parkway Drive Unit 7, Egg Harbor Township, NJ 08234	116 Oakley Street, La Crosse, VA 23950
2500 Garrett Way, Pocatello, ID 83201	421 Rt. 73 and Cushman Ave., Berlin, NJ 08009	2105 Graves Mill Rd. Ste C&D, Forest, VA 24551
10048 Taryne Street, Hayden, ID 83835	1001 Lower Landing Rd Suite 209, Blackwood, NJ 08012	12197 Balls Ford Rd, Manassas, VA 20109
262 Dividend Dr, Rexburg, ID 83440	47 Cornewell Dr, Bridgeton, NJ 08302	8395 Euclid Ave., Bay A, Manassas Park, VA 20111
152 2nd Ave. South, Twin Falls, ID 83301	921 Route 130 N, Burlington, NJ 08016	225 V C Drive, Martinsville, VA 24112
204-202 West North Ave, Lombard, IL 60148	28 Indian Trail Rd. Unit 101, Cape May Court House, NJ 08210	2300 Anniston St., Richmond, VA 23223
540 Lewis and Clark Blvd, East Alton, IL 62024	140 Mt. Holly Bypass, Lumberton, NJ 08048	11861 Canon Blvd. Ste O/P, Newport News, VA 23606
770 Morton Avenue, Aurora, IL 60506	9 Corporate Dr., Cranbury, NJ 08512	408 Aberdeen Road, Hampton, VA 23661
1183 Pierson Road, Batavia, IL 60510	500 Hartle St. Suite D, Sayreville, NJ 08872	7712 Hampton Blvd., Norfolk, VA 23505
3525 West Main Street Ste 100, Belleville, IL 62226	22 Meridian Road, Eatontown, NJ 07724	5650 East Virginia Beach Blvd, Norfolk, VA 23502
2337 Newburg Road, Belvidere, IL 61008	55 Carter Drive, Edison, NJ 08837	13240 James Madison Hwy, Orange, VA 22960
915 Avalon Way, Bloomington, IL 61705	450 Murray Hill Parkway Unit F, East Rutherford, NJ 07073	602 Port Centre Pkwy, Portsmouth, VA 23704
320 S. Kinzie Ave, Bradley, IL 60915	68A Clinton Rd., Fairfield, NJ 07004	4007 Seaboard Court, Suite 5-7, Portsmouth, VA 23701
415 E. Maple, Canton, IL 61520	4 Gardner Road, Fairfield, NJ 07004	10989 Leadbetter Road Suite A, Ashland, VA 23005
317 E. Main St., Carbondale, IL 62901	3 Industrial Court, Suite 5, Freehold, NJ 07728	5653 South Laburnum Avenue, Richmond, VA 23231
1200 W Cermak Road, Chicago, IL 60608	3 Stangl Road, Flemington, NJ 08822	522 Southlake Blvd., Richmond, VA 23235
1200 W. Cermak Road, Chicago, IL 60608	9 Basin Drive, Ste 140, Kearny, NJ 07032	4811 A Bethlehem Rd., Richmond, VA 23230
1437 Payne Road, Schaumburg, IL 60173	1026 West Elizabeth Avenue, Linden, NJ 07036	9869A Jefferson Davis Hwy, Richmond, VA 23237
1902 West Springer, Champaign, IL 61821	550 Lincoln Blvd, Middlesex, NJ 08846	1330 Courtland Road NE, Roanoke, VA 24012
3749 North 25th Ave, Schiller Park, IL 60176	180 Gold Mine Rd. Unit1, Flanders, NJ 07836	2012 Apperson Dr., Salem, VA 24153
2445 West Bethany Rd., Sycamore, IL 60178	1704 Taylors Lane, Cinnaminson, NJ 08077	2100 James D. Hagood Hwy., South Boston, VA 24592
760 Industrial Dr Unit H, Cary, IL 60013	987C Jersey Ave., New Brunswick, NJ 08901	5701 General Washington Drive, Alexandria, VA 22312
1301 E VOORHEES ST, Danville, IL 61832	7 Park Lake Road, Sparta, NJ 07871	832 Greenville Avenue, Staunton, VA 24401
3115 Grand Prix Drive, Decatur, IL 62526	603 Heron Dr. Ste 5, Swedesboro, NJ 08085	45975 Nokes Blvd Suite 125, Sterling, VA 20166
2555 Veterans Drive, Posen, IL 60469	1195 Airport Road Unit B5, Lakewood, NJ 08701	5760 Northampton Blvd. unit 108, Virginia Beach, VA 23455
607 South Willow, Effingham, IL 62401	1875 N. Olden Avenue, Trenton, NJ 08638 749 N.	545 Central Drive Suite 130, Virginia Beach, VA 23454
451 Busse Road, Elk Grove Village, IL 60007	Delsea Dr., Vineland, NJ 08360	910 New Hope Road, Waynesboro, VA 22980
2427 Braga Dr., Broadview, IL 60155	53 S Jefferson Road Unit J, Whippany, NJ 07981	7195 Merrimac Trail, Williamsburg, VA 23185
706 Center Rd., Frankfort, IL 60423	1401 N. Black Horse Pike, Williamstown, NJ 08094	156 Fort Collier Road, Suite #10, Winchester, VA 22601

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
1261 Grant Street, Freeport, IL 61032	8301 Washington NE Suite 5, Albuquerque, NM 87113	500 Peppers Ferry Rd, Wytheville, VA 24382
841 Enterprise Ave., Galesburg, IL 61401	3204 Candelaria Ave., Albuquerque, NM 87107	1755 Route 302, Suite 2, Berlin, VT 05602
4N274 84th Ct., Hanover Park, IL 60133	413 South Canal Street, Carlsbad, NM 88220	160 Benmont Avenue Suite 42, Bennington, VT 05201
136 Poplar St, Highland, IL 62249	1306 State Rd. 209, Clovis, NM 88101	173 Leroy Drive, Williston, VT 05495
1825 W. Morton Ave., Jacksonville, IL 62650	906 San Juan Blvd. Suite E&F, Farmington, NM 87401	658 Exchange Street, Middlebury, VT 05753
2020 McDonough Street, Joliet, IL 60436	321 West Broadway, Hobbs, NM 88240	134 Park St Bldg 5 Unit 3, Rutland, VT 05701
1162 Flex Court, Lake Zurich, IL 60047	2185 West Amador Suite #4, Las Cruces, NM 88005	5 Lemnah Drive Suite 6, Saint Albans, VT 05478
320 Washington Blvd. Ste101, Mundelein, IL 60060	1401 W. Hwy 66, Milan, NM 87021	1718 Industrial Parkway, Lyndonville, VT 05851
401 Broadway St., Lincoln, IL 62656	2350 Eudora Street, Alamogordo, NM 88310	450 Weaver St Ste 6, Winooski, VT 05404
108 N Old Route 66 Unit B, Litchfield, IL 62056	606 E. College Rd., Roswell, NM 88201	12389 Reservation Road Suite A, Anacortes, WA 98221
7315 N. Alpine, Loves Park, IL 61111	3198 N. Deer Run Rd Units 2-3, Carson City, NV 89701	3803 132nd Place North East, Marysville, WA 98271
1400 East Carroll Street, Macomb, IL 61455	460 W. Silver Street #102, Elko, NV 89801	1508 O Street SW, Suite 112, Auburn, WA 98001
3717-F Nameoki Road, Granite City, IL 62040	250 Logan Ln #310, Fernley, NV 89408	11145 120th Ave NE, Kirkland, WA 98034
1509 Old State Road, Mattoon, IL 61938	1175 American Pacific Dr Ste B, Henderson, NV 89074	1975 Midway Ln. Suite A, Bellingham, WA 98226
2311 N. Ringwood Rd Ste 105-106, McHenry, IL 60050	6633 W Post Rd Suite 150, Las Vegas, NV 89118	17903 Bothell Everett Highway, Bothell, WA 98012
4751 41st Street, Moline, IL 61265	4310 Losee Rd Suite A-3, North Las Vegas, NV 89030	634 North Callow Avenue, Ste A, Bremerton, WA 98312
923 Detroit Court, Suite 2, Morton, IL 61550	1587 US Hwy 395, Minden, NV 89423	19104 Des Moines Memorial Drive, Seacac, WA 98148
1802 N. Division St., Morris, IL 60450	4090 McCarran Blvd Unit D, Reno, NV 89511	1625 South Walnut Street, Burlington, WA 98233
9390 East Illinois Hwy 15, Mount Vernon, IL 62864	950 Bennie Lane, Unit B, Reno, NV 89512	1101 NW State Street, Chehalis, WA 98532
6291 West Howard St., Niles, IL 60714	1117 Gator Way, Sparks, NV 89431	1117 Main Street, Lewiston, ID 83501
15428 S. 70th Court, Orland Park, IL 60462	4630 Grass Valley Road, Winnemucca, NV 89445	122 W. Crawford Street, Deer Park, WA 99006 2060
4114 North Columbus Street, Ottawa, IL 61350	612 Wolf Street, Syracuse, NY 13208	Vantage Highway, Ste 35, Ellensburg, WA 98926 930
516 E. Jasper St, Paris, IL 61944	21 Railroad Ave, Albany, NY 12205	Battersby Ave Suite 103, Enumclaw, WA 98022 3301
1406 S 2nd St., Pekin, IL 61554	1580 Columbia Turnpike, Castleton, NY 12033	Cedar St., Everett, WA 98201
#2 Unyite drive, Peru, IL 61354	450 North Pearl St., Albany, NY 12204	11524 Mukilteo Speedway, Mukilteo, WA 98275 1439
13717 S. US Route 30, Unit 107, Plainfield, IL 60544	220 John Glenn Drive, Suite 1B, Amherst, NY 14228	West Valley Hwy N Ste#1439, Auburn, WA 98001 6920
1304 N. Division Street, Pontiac, IL 61764	164 Harrison Street, Johnstown, NY 12095	Salashan Pky, Ferndale, WA 98248
910 SW Jefferson Avenue, Peoria, IL 61605	571 W. Main Street, Arcade, NY 14009	718 28th Street, Unit D, Hoquiam, WA 98550
122 West Progress Drive, Princeton, IL 61356	62 Columbus St. Suite 9, Auburn, NY 13021	44027 SE Tanner Rd Ste B, North Bend, WA 98045
2618 Ellington Road, Quincy, IL 62305	2697 Lakeville Road, Avon, NY 14414	404 N. Oregon Ave, Suite A, Pasco, WA 99301
255 South 36th St. Suite 100, Quincy, IL 62301	5596 Route 5, Batavia, NY 14020	21904 84th Ave. South, Kent, WA 98032
109 N Century Blvd, Rantoul, IL 61866	36 Saw Grass Drive, Bellport, NY 11713	4425 100th St SW, Lakewood, WA 98499
2935 Eastrock Drive, Rockford, IL 61109	441 Court Street, Binghamton, NY 13904	902 Industrial Way Ste 101, Longview, WA 98632
981 South 7th Street, Rochelle, IL 61068	920 Lincoln Avenue, Holbrook, NY 11741	3302 Cederdale Road Ste A400, Mount Vernon, WA 98274
1320 Enterprise Dr., Romeoville, IL 60446	12B White St., Buchanan, NY 10511	318 East Broadway, Moses Lake, WA 98837
250 Sundown Rd, South Elgin, IL 60177	3244 union Rd, Cheektowaga, NY 14227	7116 220th Street SW, Mountlake Terrace, WA 98043
1341 Sparta Center Drive, Sparta, IL 62286	11200 Main St., Clarence, NY 14031	618 Oak Street Unit B, Oak Harbor, WA 98277
1101 W. Madison Street, Springfield, IL 62702	3737 Luker Road, Cortland, NY 13045	4520 Lacey Blvd SE Suite 39, Lacey, WA 98503
1284 Camp Jackson Rd, Cahokia, IL 62206	1017 Grand Blvd, Deer Park, NY 11729	724 E. 1st Street, Port Angeles, WA 98362
3333 Holeman Ave, Steger, IL 60475	61-63 Lakeshore Dr.W, Dunkirk, NY 14048	5526 184th Street E. Suite D, Puyallup, WA 98375
2140 Industrial Drive, Sterling, IL 61081	4101 New Court Ave., Syracuse, NY 13206	101 23rd St. SE Unit B3, Puyallup, WA 98372
6120 S. Archer Road, Summit, IL 60501	1336 College Ave., Elmira, NY 14901	422 4th Street, Raymond, WA 98577
608 Gallatin Street, Vandalia, IL 62471	2240 Saw Mill River Road, Elmsford, NY 10523	9145 Willows Road, Redmond, WA 98052
1228 Independence Court, Washington, IL 61571	61 D Carolyn Blvd., Farmingdale, NY 11735	1941 Terminal Drive, Richland, WA 99354
1403 West Lafayette, Suite #3, Watseka, IL 60970	33 Corporate Park Drive, Suite B, Hopewell Junction, NY 12533	16726 146th Street SE Suite #171, Monroe, WA 98272
1187 S. Northpoint Blvd., Waukegan, IL 60085	437 State Route 104, Suite 7, Oswego, NY 13126	136 Western Ave W, Seattle, WA 98119
2300 Wisconsin Ave., Downers Grove, IL 60515	371 Grenville Rd, Rochester, NY 14606	624 South Lander St. Suite #31, Seattle, WA 98134
905 Industrial Drive, West Chicago, IL 60185	189 North Exchange Street, Geneva, NY 14456	7867 S 180th Street, Kent, WA 98032
530 W. Hintz Rd., Wheeling, IL 60090	189 North Exchange St., Geneva, NY 14456	7116 220th Street SW #C, Mountlake Terrace, WA 98043
11820 Catalpa Lane, Woodstock, IL 60098	40 Oser Avenue, Hauppauge, NY 11788	11011 W. 21st Ave Ste 4&5, Airway Heights, WA 99001
5330 S Madison Ave, Anderson, IN 46013 312	229 Cherry St, Ithaca, NY 14850	5220 E. Broadway Avenue, Spokane Valley, WA 99212
W. Wendell Jacob Ave., Angola, IN 46703 514	5 E. Elmwood Ave, Falconer, NY 14733	3025 142nd Ave E Bldg 4, Sumner, WA 98390
K Street, Bedford, IN 47421	101 Smith Avenue, Kingston, NY 12401	2640 East Edison, Suite 4, Sunnyside, WA 98944
1180 South Liberty Drive, Suite 110, Bloomington, IN 47403	7850 Goguen Dr, Liverpool, NY 13090	2628 South Tacoma Way, Tacoma, WA 98409
100 W Monroe St, Bluffton, IN 46714	4 Highland Rd Suite A, Massena, NY 13662	2410 Pacific Highway East, Fife, WA 98424
111 Hausfeldt Lane Suite 1, New Albany, IN 47150	215 Guideboard Rd, Halfmoon, NY 12065	1000 SW 34th Street Ste L, Renton, WA 98057
575 N Line Street, Columbia City, IN 46725	11270 Maple Ridge Road, Medina, NY 14103	2733 Crites Street SW, Tumwater, WA 98512
3655 N. National Rd, Columbus, IN 47201	309 East Broadway, Monticello, NY 12701	906Harney St. Suite B, Vancouver, WA 98660
3010 Ohio Ave, Connorsville, IN 47331	315-B Roslyn Road, Mineola, NY 11501	1919 E. Isaacs Avenue, Walla Walla, WA 99362
107 Sky Park Drive, Corydon, IN 47112	951 3rd Ave, Brooklyn, NY 11232	3801 S Truman Street, Bay3, Washougal, WA 98671
1823 US 231 S, Crawfordsville, IN 47933	190 West St. Section 1B, Brooklyn, NY 11222	478 SE 2nd St, East Wenatchee, WA 98802
10802 Joliet Street, St. John, IN 46373	1600 Stillwell Avenue, Bronx, NY 10461	1823 Schurman Way, Suite 304, Woodland, WA 98674
1701 Patterson Street, Decatur, IN 46733	15 Grumman Road West, Suite 1600, Bethpage, NY 11714	3311 Main Street, Union Gap, WA 98903
3418 County Road 6 E, Unit 1, Elkhart, IN 46514	3199 Lawson Blvd., Suite A, Oceanside, NY 11572	646 South Lake Ave, Phillips, WI 54555
2020 Middlebury Street, Elkhart, IN 46516	3521 Victory Blvd. Unit 2, Staten Island, NY 10314	101 West Linden Street, Abbotsford, WI 54405
8401B Baumgart, Evansville, IN 47725	128-16 14th Ave, College Point, NY 11356	911 Century Ave, Antigo, WI 54409
1401 Virginia Ave., Evansville, IN 47711	#5 Jeanne Drive, Newburgh, NY 12550	1050 N. Perkins St., Appleton, WI 54914
2101 West SR 28, Frankfort, IN 46041	680 Route 211 East, Middletown, NY 10941	410 Industrial Park Road, Ashland, WI 54806
127 State Road 930 W., New Haven, IN 46774	6000 Packard Rd. Suite #200, Niagara Falls, NY 14304	721 South Boulevard, Baraboo, WI 53913
4105 Engleton Dr, Fort Wayne, IN 46804	311 High Street Suite 1, Bradford, PA 16701	151 Corporate Dr., Beaver Dam, WI 53916
3012 Independence Drive, Fort Wayne, IN 46808	107 Winney Hill Rd. Ste #3, Oneonta, NY 13820	2635 Prairie Ave, Beloit, WI 53511
1601 W 37th Ave, Hobart, IN 46342	4990 Camp Rd, Hamburg, NY 14075	738 West Broadway, Berlin, WI 54923
202 West Main Street, Gas City, IN 46933	613 Route 3, Suite 200, Plattsburgh, NY 12901	100 E 2nd St., Black River Falls, WI 54615
2422 Dierdorff Rd., Goshen, IN 46526	35 Patrick Lane Noxon BussPark, Poughkeepsie, NY 12603	705 North Main Street, Brillion, WI 54110
1429 W Main St, Greenfield, IN 46140	126-128 Kromer Avenue, Riverhead, NY 11901	701 Black Hawk Drive, Suite H, Burlington, WI 53105
1049 Indianapolis Rd., Greencastle, IN 46135	565 Blossom Rd. Suite D, Rochester, NY 14610	1450 1st Ave, Chippewa Falls, WI 54729
603 W. Main St, Greensburg, IN 47240	256 West Henrietta Rd., Rochester, NY 14623	115 East Green Tree Rd, Clintonville, WI 54929
1301 W. Chicago Ave., East Chicago, IN 46312	6981 East Dominick St., Rome, NY 13440	W228 N2792 Duplainville Road, Waukesha, WI 53186
22 Commerce Dr., Huntington, IN 46750	230 Main Street, Suite 8, Malone, NY 12953	2344 Truax Blvd., Eau Claire, WI 54703
6842 Madison Avenue, Indianapolis, IN 46227	60 West Avenue, Saratoga Springs, NY 12866	1211 Hobbs Dr., Delavan, WI 53115
520 S. Post Road, Indianapolis, IN 46239	154c Sacandaga Rd., Schenectady, NY 12302	611 Triangle Rd., Fond Du Lac, WI 54935
14775 Herriman Blvd, Noblesville, IN 46060	17 Boulevard, Queensbury, NY 12804	2226 Main Street, Green Bay, WI 54311
6003 Guion Road - Suite A, Indianapolis, IN 46254	174 ROUTE 17 NORTH PO BOX 123, Sloatsburg, NY 10974	1712 Velp Ave, Green Bay, WI 54313
930 W. 16th Street, Indianapolis, IN 46202	1401 Erie Blvd East, Syracuse, NY 13202	1117 Ashwaubenon St., Green Bay, WI 54304
3152 North Shadeland Avenue, Indianapolis, IN 46226	920 Spencer Street, Syracuse, NY 13204	2049 Horicon Street, Mayville, WI 53050
2340 East Perry Rd, Suite 109, Plainfield, IN 46168	1500 Military Rd., Kenmore, NY 14217	2120 Webster Street, Hudson, WI 54016
930 W 16th street, Suite B, Indianapolis, IN 46202	2150 Oriskany Street West, Utica, NY 13502	1030 Corporate Drive, Slinger, WI 53086
1010 Kendall Court, Suite 3, Westfield, IN 46074	320 N Jensen Rd, Vestal, NY 13850	626 N. Main Street, Janesville, WI 53545
1681 East Northfield Dr, Ste D, Brownsburg, IN 46112	6280 Rt 96 Ste B, Victor, NY 14564	1936 Gateway Drive, Watertown, WI 53094
2330 Profit Drive, Indianapolis, IN 46241	23171 Murrock Circle, Watertown, NY 13601	9016 58th Place, Suite 100, Kenosha, WI 53144

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
281 Newton Street, Jasper, IN 47546	57-08 37th Avenue, Woodside, NY 11377	2101 United Drive, Little Chute, WI 54140
3319 Industrial Parkway, Jeffersonville, IN 47130	200 Saw Mill River Rd., Yonkers, NY 10701	51 Copeland Ave, La Crosse, WI 54603
2652 E. North St., Kendallville, IN 46755	529 Bonnewitz Avenue, Van Wert, OH 45891	2413 Advance Road, Madison, WI 53718
561 N. Grandstaff Drive, Auburn, IN 46706	6087 State Route 14 Unit A, Ravenna, OH 44266	3915 Dewey St., Manitowoc, WI 54220
1620 E. North Street, Kokomo, IN 46901	5170 Hudson Drive, Suite H, Hudson, OH 44236	W1360 Old Peshigo Rd., Marinette, WI 54143
2841 Concord Road, Unit B, Lafayette, IN 47909	1621 Frederick Blvd., Akron, OH 44320	209 E. Downwind Drive., Marshfield, WI 54449
701 Fail Road, La Porte, IN 46350	1785 Brittain Rd., Unit B, Akron, OH 44310	1353 Skyline Dr., Medford, WI 54451
384 N. Mount Zion Rd, Lebanon, IN 46052	134 South Union Avenue, Alliance, OH 44601	1826 Stout Rd, Menomonie, WI 54751
11 Wolf Rd., Logansport, IN 46947	1104 S. Defiance Street, Archbold, OH 43502	305 E. 1st. St., Merrill, WI 54452
3010 Shun Pike Rd, Madison, IN 47250	1169 Commerce Parkway, Ashland, OH 44805	1012 Sentry Drive, Waukesha, WI 53186
626 E. 4th St., Marion, IN 46952	1404 Harmon Road, Ashtabula, OH 44004	7140 West Donges Bay Road, Mequon, WI 53092
195 Morton Ave, Martinsville, IN 46151	1055 E. State St., Athens, OH 45701	4702 N 124th Street, Wauwatosa, WI 53225
2711 E. Michigan Blvd., Michigan City, IN 46360	742 Innovation Drive, Bowling Green, OH 43402	123 E. Knapp Street, Milwaukee, WI 53202
58748 State Road 13, Suite A, Middlebury, IN 46540	1270 W. 130th, Unit 100, Brunswick, OH 44212	940 Blue Ribbon Circle Ste A, Oconomowoc, WI 53066
2114 Lynn Street, Mishawaka, IN 46545	420 Winzeler Drive, Bryan, OH 43506	W188 N11927 Maple Rd Unit #14, Germantown, WI 53022
114 N. Railroad St., Monticello, IN 47960	205 Stetzer Rd. South, Bucyrus, OH 44820	2101 Eagle Drive, Middleton, WI 53562
920 E. 4th Street, Mount Vernon, IN 47620	30625 Solon Road, Unit A, Solon, OH 44139	430 W. Rawson, Oak Creek, WI 53154
1316 N. Wheeling Ave, Muncie, IN 47303	8260 Howe Industrial Parkway, Canal Winchester, OH 43110	353 North 29th Ave, Monroe, WI 53566
251 Dal Mar Way, Nappanee, IN 46550	61605 Southgate Parkway, Cambridge, OH 43725	710 Swan Drive, Mukwonago, WI 53149
721 S. Memorial Drive, New Castle, IN 47362	210 Dueber Ave, Canton, OH 44706	109 Curtis Ave, Neenah, WI 54956
1005 Rogers Park Drive, North Vernon, IN 47265	443 West Logan Street, Celina, OH 45822	1433 Cernohous Avenue, Suite J&K, New Richmond, WI 54017
680 N. Broadway, Peru, IN 46970	22 North Park Dr, Chillicothe, OH 45601	2905 S 160th St., New Berlin, WI 53151
1998 W. Jefferson St., Plymouth, IN 46563	4101 Dixie Hwy, Fairfield, OH 45014	1601 S. Washburn, Oshkosh, WI 54904
1376 West Votaw Street, Portland, IN 47371	885 Ohio Pike Suite A, Cincinnati, OH 45245	460 East Hwy 151, Platteville, WI 53818
1103 S. Main St., Princeton, IN 47670	2926 Cincinnati Dayton Rd, Middletown, OH 45044	117 Clover Ln., Plymouth, WI 53073
107 W Drexel Pkwy, Rensselaer, IN 47978	1212 Gest Street, Cincinnati, OH 45203	2800 New Pinery Road, Unite #1, Portage, WI 53901 1909
116 W. Main Street, Richmond, IN 47374	2529 Crescentville Road, Sharonville, OH 45241	South Marquette Road, Prairie Du Chien, WI 53821 1122
602 Main Street, Rochester, IN 46975	1431 Glendale-Milford Rd, Cincinnati, OH 45215	S. Airline Road, Racine, WI 53406
79 N. Gardner St., Scottsburg, IN 47170	24897 US Highway 23 S, Circleville, OH 43113 561	2005-B N. Stevens St., Rhinelander, WI 54501
722 East Tipton St., Seymour, IN 47274	Cleveland St., Elyria, OH 44035	2903 Pioneer Ave., Rice Lake, WI 54868
245 Northridge Dr. Ste B-C, Shelbyville, IN 46176 3218	8141 Tyler Blvd. A-4, Mentor, OH 44060	550 S. Main Street, Richland Center, WI 53581
Sugar Maple Court Unit A, South Bend, IN 46628 132	909 Canterbury, Unit L, Westlake, OH 44145	1200 Spring Street, Port Washington, WI 53074
13th Street, Tell City, IN 47586	23196 Miles Rd Ste C, Bedford Heights, OH 44128	5202 Westfair Ave., Weston, WI 54476
1009 Poplar St., Terre Haute, IN 47807	29231 Euclid Ave, Wickliffe, OH 44092	1290 Engel Dr., Shawano, WI 54166
4700 Airport Drive, Valparaiso, IN 46383	3843 Saint Clair Ave NE, Cleveland, OH 44114 335	2911 Superior Avenue, Sheboygan, WI 53081
2803 North 6th Street, Vincennes, IN 47591	Smith Dr., Englewood, OH 45315	2090 U.S. Hwy 8, Saint Croix Falls, WI 54024
1420 south Wabash Ave., Wabash, IN 46992	5545 Canal Road, Cleveland, OH 44125	2949 Hoover Road, Stevens Point, WI 54481
316 Enterprise Drive, Warsaw, IN 46580	1150 A Alum Creek Drive, Columbus, OH 43209	1740 East Main St., Stoughton, WI 53589
2210 East National Hwy, Washington, IN 47501	1032 Columbus Ave IndustPkwy, Marysville, OH 43040	27 East Walnut St., Sturgeon Bay, WI 54235
918-1 E. Washington Street, Winchester, IN 47394	845 Claycraft Road Suite L, Gahanna, OH 43230	1010 West Main Street, Sun Prairie, WI 53590
1416 south Santa Fe, Chanute, KS 66720	1235 Goodale Blvd., Grandview Heights, OH 43212	69 N. 28th Street Suite #36, Superior, WI 54880
2270 Southwind Ave, Colby, KS 67701	7059 Huntley Road, Worthington, OH 43229	929 N. Superior Ave, Tomah, WI 54660
1306 W. 11th St., Coffeyville, KS 67337	2078 Otsego Avenue, Coshocton, OH 43812	701 S. Industrial Rd., Waupaca, WI 54981
115 E. 13th St., Concordia, KS 66901	2314 Stanley Ave., Dayton, OH 45404	4400 Stewart Ave., Wausau, WI 54401
11140 Kliesen St., Dodge City, KS 67801	2097 London Road Unit 1, Delaware, OH 43015	2220A Stonebridge Rd, West Bend, WI 53095
2502 W. Central Ave., El Dorado, KS 67042	24174 Jewell Road, Defiance, OH 43512	960 East Milwaukee Street, Whitewater, WI 53190
2914 W. Hwy 50 Suite E, Emporia, KS 66801	1325 Monroe Street N.W., New Philadelphia, OH 44663	2111 8th Street South, Suite 100, Wisconsin Rapids, WI 54494
2411 South Main Street, Fort Scott, KS 66701	518 Walnut Street, East Liverpool, OH 43920	606 South Eisenhower Drive, Beckley, WV 25801
1706 E Harding Ave, Garden City, KS 67846	2172 US Highway 127 N, Eaton, OH 45320	1048 Anmoore Road, Bridgeport, WV 26330
4114 W. 10th St., Great Bend, KS 67530	7478 Rettig Rd., Findlay, OH 45840	1342 Route 20 South, Buckhannon, WV 26201
1110 E 13th, Hays, KS 67601	1615 N. River Rd., Fremont, OH 43420	905 Morris Street, Charleston, WV 25301
705 E. 30th, Hutchinson, KS 67502	208 Upper River Road, Gallipolis, OH 45631	7000 Fairlawn Ave., Dunbar, WV 25064
2801 West Main Suite C, Independence, KS 67301	5445 S State Route 49, Greenville, OH 45331	479 Beverly Pike, Elkins, WV 26241
2824 South 44th St, Kansas City, KS 66106	10051 Simonson Avenue, Suite 2, Harrison, OH 45030	66 Spencer Dr., White Hall, WV 26554
9154 Woodend Road Ste B, Edwardsville, KS 66111	2234 Wilson Road, Columbus, OH 43228	2054 3rd Ave., Huntington, WV 25703
829 E Warren, Gardner, KS 66030	425 McCarty Ln, Jackson, OH 45640	2159 Suite C. Winchester Ave., Martinsburg, WV 25405
1368 S. Enterprise Street, Olathe, KS 66061	1401 S. Main Street, Kenton, OH 43326	251 South Plant Street, Morgantown, WV 26501
15209 West 99th Street, Lenexa, KS 66219	2245 West Fair Ave., Lancaster, OH 43130	1814 12th Ave., Parkersburg, WV 26101
3104 D. Haskell Ave, Lawrence, KS 66046	1065 Reading Road, Mason, OH 45040	4160 Big Laurel Hwy, Bluefield, WV 24701
5100 South 13th, Leavenworth, KS 66048	2400 Central Point Parkway, Lima, OH 45804	20-48th Street, Benwood, WV 26031
832 E Pancake Blvd, Liberal, KS 67901	124 South Oak St., London, OH 43140	4685 West Yellowstone Highway, Mills, WY 82644
8075 E Hwy 24, Manhattan, KS 66502	3000 Leavitt Rd, Lorain, OH 44052	574 Gateway Dr., Powell, WY 82435
301 North 81 Bypass, McPherson, KS 67460	100 Ellsworth Ave, Marietta, OH 45750	707 E. Fox Farm Rd, Unit #1, Cheyenne, WY 82007
1605 W. 1st St., Newton, KS 67114	50 Sawyer Pkwy Suite A, Mansfield, OH 44903	201 South 2nd Street, Douglas, WY 82633
514 North Main, Ottawa, KS 66067	2080 Harding Hwy, East, Marion, OH 43302	177 Bear River Drive, Evanston, WY 82930
800 S. 16th St, Parsons, KS 67357	1224 Erie St. S, Massillon, OH 44646	1001 West 1st St., Gillette, WY 82716
122 E 3rd ST, Pittsburg, KS 66762	395 Tomahawk Dr., Maumee, OH 43537	170 Uinta Dr., Green River, WY 82935
117 W 4th Street, Pratt, KS 67124	865 West Liberty St. Suite 240, Medina, OH 44256 1715 S.	244 Superior Court, Laramie, WY 82070
1615 South Highway 75, Sabetha, KS 66534	Washington Street, Millersburg, OH 44654 6925 Engle	1811 West Spruce Street, Rawlins, WY 82301
330 E. Schilling Rd., Salina, KS 67401	Road Suite A, Middleburg Heights, OH 44130 3035 Dryden	1513 Elk Street, Rock Springs, WY 82901
8168 Monticello Terrace, Shawnee, KS 66227	Road, Moraine, OH 45439	409 E 1st St., Sheridan, WY 82801
100 S.E. Monroe, Topeka, KS 66603	506 Harcourt Road, Mount Vernon, OH 43050	7099 Road 47, Torrington, WY 82240
3040 N Ohio, Wichita, KS 67219	1400 North Scott Street Suite 100, Napoleon, OH 43545	1775 E University Dr., Phoenix, AZ 85034
800 Nelson Drive, Derby, KS 67037	14980 S State Ave, Middlefield, OH 44062	720 Moowaa St, Honolulu, HI 96817
1635 E. 37th St. Suite 3, Wichita, KS 67219	575 W Monroe Street, New Bremen, OH 45869	2506 S Orchard Street, Boise, ID 83705
2461 South Leonine Street, Wichita, KS 67217	2337 Hebron Road, Heath, OH 43056	1875 N. Olden Avenue, Trenton, NJ 08638
1700 N. Summit, Arkansas City, KS 67005	4120 Shuffel Dr. Unit C, North Canton, OH 44720	40 20th Street Building 7 1st Floor, Brooklyn, NY 11232
101 A Parkview Dr., Glasgow, KY 42141	461 Milan Ave. Ste 8, Norwalk, OH 44857	3825 W. SR 201 Frontage Road, West Valley City, UT 84120
2125 Winchester Ave., Ashland, KY 41101	427 Hostetler Rd., Orrville, OH 44667	

## Exhibit F - to NASPO ValuePoint Master Agreement

### Green Policy Statement

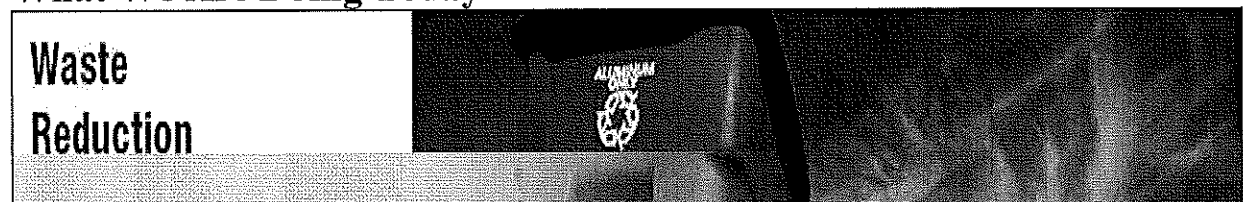


Fastenal's green initiatives are a logical evolution of our lean quality initiatives, which are focused on eliminating waste, creating efficiencies, and continuous improvement. Our green approach is to continuously improve our green credentials, with smart resource use and optimized distribution routes representing two key areas of focus contributing to overall company sustainability and responsibility. Our green approach is also aligned with our government contract compliance processes.

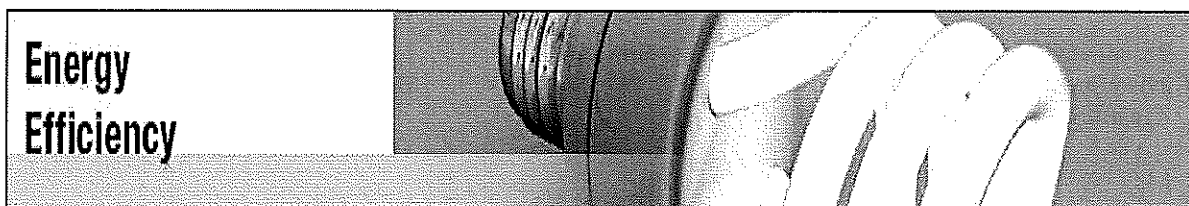
It is our mission to operate our business with minimal environmental impact and help our customers do the same by offering green products and services to help them meet their sustainability needs and goals. This mission comprises the following initiatives:

- Establish a green product offering from key suppliers for national distribution and clearly identify those products in our marketing materials, including our catalogs, brochures, promotions, and website
- Offer recycling programs for lamps, ballasts, mercury-containing devices, batteries, printer cartridges and PPE safety products ensuring safe disposal
- Partner with lighting specialists to assist in the planning, specification and implementation of retrofit projects
- Capture and report green consumption data from customer usage reports
- Receive electronic POs, invoices, and other business documents from suppliers and customers whenever possible
- Encourage our customers to sign up for Electronic Invoicing via fax, email, or the web to reduce paper usage
- Offer industrial vending solutions to help reduce wasteful product consumption and redundancy
- Provide local service and solutions with more than 2,700 branch locations worldwide

### What We Are Doing Today



- We reuse or recycle most of our incoming packaging materials (cardboard, polystyrene, shredded paper, air bags, etc.), we use composite pallets and totes for shipping, and our corrugated boxes used for repackaging are made from post-consumer recycled content
- Packaging reduction efforts at select distribution centers with our new automated storage and retrieval system (ASRS). Reusable totes are used in place of cardboard boxes with this new system. Further packaging reduction efforts are also underway for incoming, high volume products.
- We reuse pallets, repair when necessary, throughout distribution
- Increased use of e-mail which greatly reduces the amount of paper used, business records are digitized to minimize hard copy document storage, multifunctional devices (for faxing, printing and photocopying) reduce energy and paper usage.
- We purchase paper made from recycled content, and we recycle our office paper
- We encourage staff and visitors to recycle bottles, plastics and aluminum cans by placing recycling bins at strategic points throughout our branches, distribution centers, and offices
- We recycle our old computers as part of our IT replacement strategy
- We recycle our spent fluorescent lamps, ballasts, batteries and printer cartridges
- We have reduced the amount of our landfill waste by finding ways of recycling waste material, either in-house or in conjunction with others who are able to use the material constructively
- We have developed e-learning opportunities for employee training in conjunction with the Fastenal School of Business to reduce miles traveled
- Fastenal supports entities with a ban on single-use shopping bags by offering alternatives such as recycled paper bags and reusable bags
- Reduced paper usage with electronic accounting practices



- Our consumption of energy is also closely monitored and we take measures to ensure that it is not wasted
- Our distribution centers have been retrofitted with energy-efficient lighting systems
- Our headquarters have been retrofitted with LED lighting systems
- We have a HVAC Preventative Maintenance Program in which our HVAC systems are serviced semi-annually to increase the units' performance and overall efficiency which reduces energy consumption

## Fleet Sustainability



- Our consumption of fuel is closely monitored and we take measures to ensure that it is not wasted
- We utilize Global Information Systems to design truck routes that minimize miles traveled
- Introduced Compressed Natural Gas (CNG) vehicles in select locations to lower fuel costs and emissions

For more information on Fastenal's green initiatives, products or services, please contact

[gogreen@fastenal.com](mailto:gogreen@fastenal.com).

## Certified Green Products

				
Energy Star	Green Seal	Design for the Environment	EcoLogo	Carpet and Rug Institute
				
Greenguard Environmental Institute	Forest Stewardship Council	Sustainable Forestry Initiative	USDA BioPreferred	EPA WaterSense
				
SCS Certified	NEMA Premium	UL Environment		

## Exhibit G - to NASPO ValuePoint Master Agreement Recycling Programs



Recycling is more important than ever. It turns materials that would otherwise become waste into valuable resources. It saves money, creates jobs, eliminates waste in landfills, reduces harm to the environment, protects human health and saves energy.

Adopting green policies and procedures will benefit your business and most importantly – the environment. Implementing a recycling program doesn't have to be difficult or expensive. Fastenal can help your facility meet green initiative goals and do the right thing when it comes to protecting our environment.



### RightCycle by Kimberly-Clark Professional

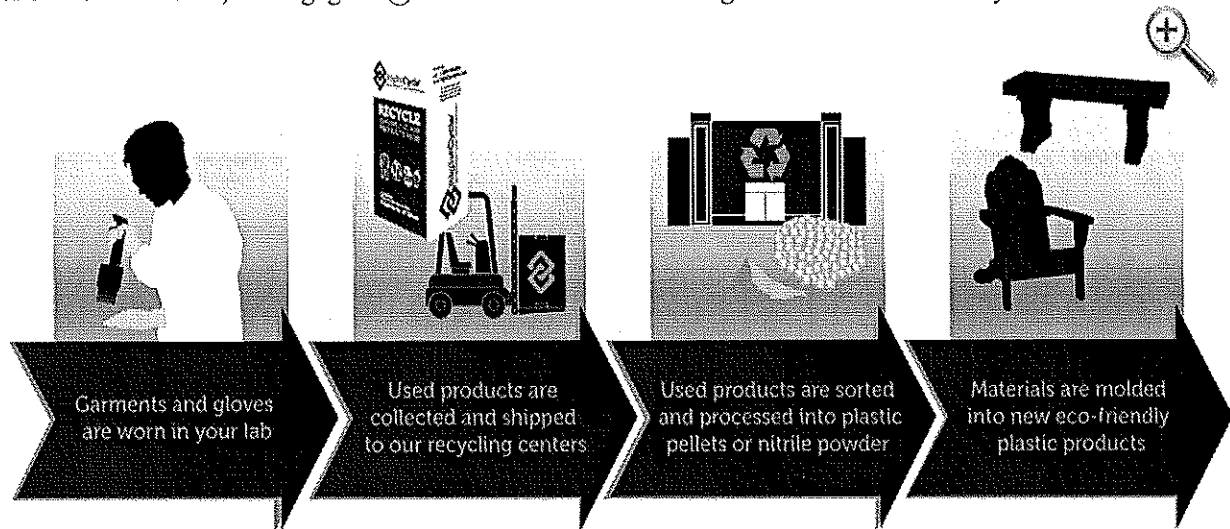
With Kimberly-Clark's new program, RightCycle, you can begin to soar to new heights of sustainability, even setting your sights on zero-landfill. This is the first large-scale recycling program for non-hazardous lab waste and RightCycle can help turn gloves and garments into eco-friendly products like plastic benches and more!



#### Details of Program

1. All products that go into the containers need to be Kimberly-Clark products (gloves and garments).
2. This program is industry-specific so Kimberly-Clark would like to avoid collecting items that will have chemicals on them.
3. This program is currently contained to the USA.
4. The only customer cost is in shipping the full container back to Kimberly-Clark.

For direct information, email [gogreen@fastenal.com](mailto:gogreen@fastenal.com) or click the image below to visit Kimberly-Clark's website.



## RecyclePak®

RecyclePak® makes recycling lamps, ballasts, batteries and mercury devices easy. The prepaid recycling program ensures complete compliance while reducing the risk of contamination by storing hazardous materials at your facility. When the container is full, simply ship it out, it's prepaid! Shop Recycling Kits.



### RecyclePak® Benefits

#### Tracking & Documentation

- Prepaid return shipping with FedEx Ground
- 24/7 online certificates of recycling
- Detailed data on recycling containers

#### Convenient

- National Coverage
- Bulk and direct pick up programs to fit your business size
- Compliance documentation available 24/7 on the web
- Available automatic reorder
- On-time pickup with FedEx Ground

## Call2Recycle®

Visit [www.call2recycle.org](http://www.call2recycle.org) to learn how your business can properly dispose of your "spent" batteries.

For additional assistance, please contact [gogreen@fastenal.com](mailto:gogreen@fastenal.com).



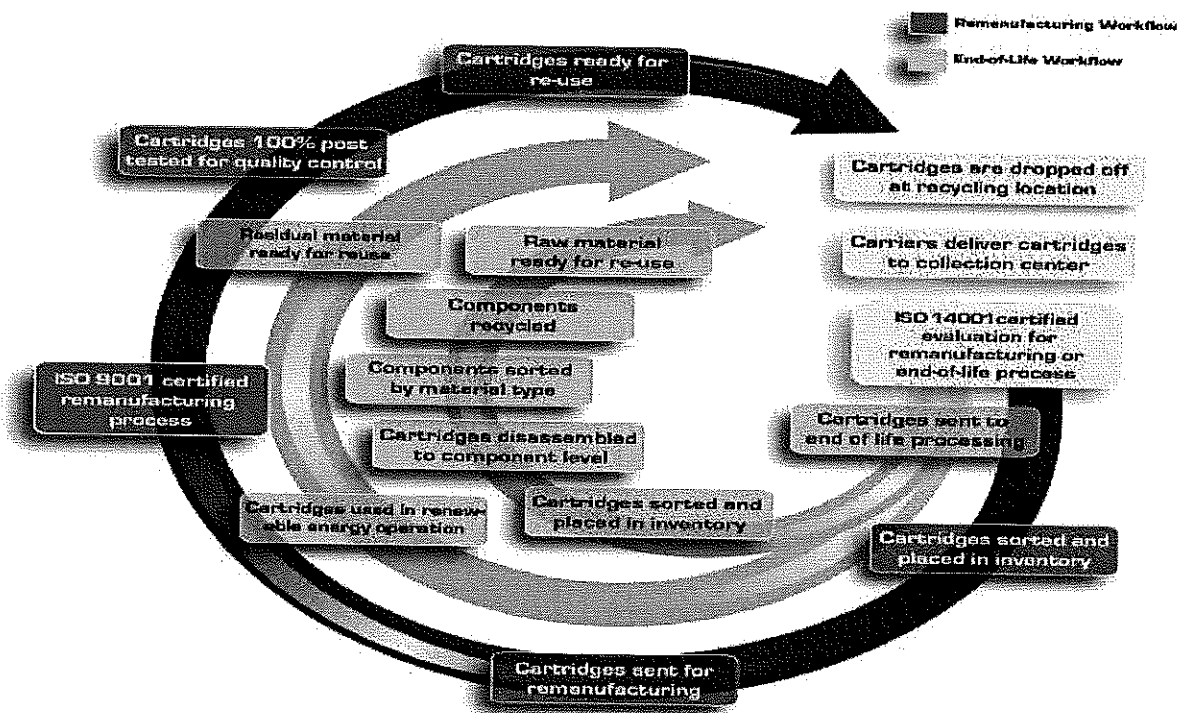
## Ink & Toner Cartridge Recycling

Fastenal offers simple, convenient recycling of printer cartridges and ensures that returned products are recycled properly.

**Let us do the work for you. It's easy, quick and free!**

By collecting these cartridges and supporting remanufactured products, Fastenal keeps non-renewable resources from ending up in landfills. If a cartridge cannot be reused, it is recycled into other products. Our goal is to provide the most efficient recycling program on the market.

### Recycling Process



Available in Canada. Not available in AK, HI, PR, VI.

Use the below link to request prepaid shipping labels or a bulk pickup:

<https://www.fastenal.com/en/308/recycling-programs>

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500  
2100 CLARENDON BOULEVARD  
ARLINGTON, VIRGINIA 22201

**NOTICE OF AWARD OF CONTRACT**

TO:	DATE ISSUED:	June 6, 2019
Fastenal Company		
2001 Theurer Blvd.	CURRENT REFERENCE NO:	19-293-R
Winona, MN 55987		
	CONTRACT TITLE:	<u>DES-WPCB - MRO Supplies, Small Parts and Tools</u>

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective **IMMEDIATELY** and expires on **October 31, 2019**.

**EFFECTIVE DATE:** 6/6/19

**EXPIRES:** 10/29/19

**RENEWALS:** THREE (3) ONE (1) YEAR RENEWAL OPTIONS FROM November 1, 2019 to October 31, 2023

**COMMODITY CODE(S):** 91000

**LIVING WAGE:** N

**ATTACHMENTS:**

**ARLINGTON COUNTY RIDER AGREEMENT NO. 19-293-R.**

**COMMONWEALTH OF VA CONTRACT E194-80584**

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CONTACT: Adam Melton	TEL NO.:	804-387-2186
	EMAIL:	<u>amelton@fastenal.com</u>
COUNTY CONTACT: Ordale Sterling	TEL NO.:	<u>703-228-7037</u>
	EMAIL:	<u>Osterling@arlingtonva.us</u>

**CONTRACT AUTHORIZATION**



Igor Scherbakov, CPPB  
Procurement Officer

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**AGREEMENT NO. 19-293-R**

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Fastenal Company, 4730 N Service Drive, Winona, MN 55987 ("Contractor"), a Minnesota corporation, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity (ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement and Exhibit A (Commonwealth of Virginia Contract E194-80584, incorporated herein by reference) (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by the Commonwealth of Virginia. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with the Commonwealth of Virginia.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than October 31, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if the Commonwealth of Virginia renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than four (4) additional twelve (12) month periods from November 1, 2019 to October 31, 2023 ("Subsequent Contract Term"). However, if the Commonwealth of Virginia does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the Commonwealth of Virginia's contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

#### **4. SCOPE OF WORK**

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide facilities, industrial, and lighting maintenance, repair and operations (MRO) products, supplies, tools and any other related materials and services.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

#### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

#### **6. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

#### **7. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the

purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **9. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

#### **10. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

#### **11. WARRANTY**

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Warranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

#### **12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and

instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

**13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

**14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

**17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the

County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

#### **18. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

#### **19. CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

#### **20. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**21. COUNTY EMPLOYEES**

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**22. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**23. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

**24. RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**25. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

**26. AUDIT**

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

**27. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

**28. AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**30. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

**31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**32. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

**33. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**34. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**35. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**36. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**37. SURVIVAL OF TERMS**

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

**38. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**39. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**40. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Fastenal Company  
2001 Theurer Boulevard  
Winona, Minnesota 55987

**TO THE COUNTY:**

J. Shawn Hill, Project Officer  
Fire Department  
2100 Clarendon Boulevard, Suite 400  
Arlington, Virginia 22201

**AND**

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**41. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**42. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in

connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

FASTENAL COMPANY

AUTHORIZED  
SIGNATURE: 

NAME AND  
TITLE: Igor Scherbakov  
Procurement Officer

DATE: 6/6/19

AUTHORIZED  
SIGNATURE: 

NAME AND  
TITLE: TERRY OWEN EVP SALES

DATE: 6/6/19



COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

**Contract Number E194-80584**  
**Facilities Maintenance, Repair & Operations (MRO) and Industrial Supplies**

1	CONTRACT PERIOD	November 1, 2018 through June 30, 2023
2	CONTRACT TYPE	Optional
3	PURPOSE	New Contract
4	RENEWAL OPTIONS REMAINING	N/A
5	COMMODITY CODE	91000
6	AUTHORIZED USERS	Commonwealth of Virginia state agencies, localities, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-4301
7	eVA VENDOR ID # and CONTRACTOR	E10199 – Fastenal Company
8	CONTRACTOR CONTACT	See Page 4
9	MINIMUM ORDER	\$0.00
10	TERMS	Net 30
11	DELIVERY	Same day for in stock items
12	DPS CONTRACT OFFICER	Monique Curley, CPPB, VCO, VCA   804-786-5412 Monique.curley@dgs.virginia.gov

**ORDERING INSTRUCTIONS**

- Mandatory Sources/Contracts:** If an item is contained on a Mandatory Source or Mandatory Statewide Contract and is also available on this Optional Use Contract then the item **must** be purchased through the existing Mandatory Source or Mandatory Statewide Contract for all departments, institutions and agencies of the Commonwealth of Virginia that are required to purchase from Mandatory Sources or Mandatory Statewide Contracts.
- Ordering Method:** Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this Contract **must order items by issuing purchase orders through eVA**. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor. If this Contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they **must place all purchase orders through eVA**.
- Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor name and location (eVA Vendor ID#), Contract item number, full item description and the Contract unit price. The exact Contract number, as shown on page 1, **must** be inserted in the Contract number field for each line item of the eVA requisition. Purchase orders not bearing the correct Contract number in the appropriate location will be non-compliant and may not be considered a purchase against this Contract.
- Ordering Entity Acceptance:** Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving entity.
- Complaints:** Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the Contractor, with a copy sent to DPS to the address shown on the form. Contractors shall also use this form to initiate complaints concerning entities. This form may be

downloaded from the internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) (Click on the Buyer tab, then on "Procurement Complaint Form").

A COMPLETE COPY OF THIS CONTRACT AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov) under the State Contracts webpage. This Contract is a result of a competitive bid program and its use is **OPTIONAL** for authorized users.

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**I. RECONTRACTOR INFORMATION**

<b>Contractor Name</b>	<b>eVA Vendor ID#</b>	<b>Location Address</b>	<b>Contact Information</b> (Name, Phone, and Email)
Fastenal Company	E10199	237 Elliott Avenue Charlottesville, VA 22903	Bill Franssen Phone: 757-342-6123 Email: <a href="mailto:wfransse@fastenal.com">wfransse@fastenal.com</a>

## II. eVA ORDER INSTRUCTIONS

**The required ordering method is by use of eVA.** The following instructions are provided as a guide to assist with requisition/order entry. Purchase orders not bearing the correct Contract number are non-compliant to the Contract ordering instructions and may not be considered as a purchase against this Contract.

### A. Creating a Catalog order

1. Log in to your eVA account.
2. On the left side of the screen, click **"e-Mail"**
3. On the left side of the screen, click <Create><Requisition>
4. Fill in header information.
5. Click "next."
6. In the top white box type in the contract number **"E194-80584"** provided in the contract line description.
7. Next, click "search."
8. Using the options to the far left, select the appropriate **"Supplier"**.
9. Search the right side of your screen for the item description/supplier part number (*i.e.* Supplier Part # = 101-1002-2). Select **"Add to Cart"** to add the item to your requisition.
10. Next click "checkout", verify the information included in the request and click "submit".

### B. Creating a Non-Catalog order

1. Follow steps 1-5 as listed above in *"Creating a Catalog order"*
2. Locate and click on the **yellow** button **"Create Non-Catalog Item"**.
3. Enter "Full Description" of each item including supplier part number/model number, size, and color.

It is imperative that Non-Catalog orders correctly include the Supplier/Contractor's name and location (eVA Vendor ID#), the correct Contract number, the correct Contract item number and the correct Contract unit price. The Contract number **must** be inserted in the *"Contract #"* field for each line item of the eVA requisition. Once the required information is entered, click "OK".

### **III. DISCOUNT STRUCTURE & PRICING SCHEDULE**

#### **DISCOUNT STRUCTURE**

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	30%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies)	25%
3. Fasteners	57%
4. Material Handling	25%
5. Plumbing	30%
6. Power Source	30%
7. Outdoor Garden	25%
8. Lamps & Lighting and Ballasts	30%
9. HVAC	30%
10. Hand Tools	25%
11. Power Tools (excluding automotive related tools and products)	25%
12. Electrical	30%
13. Paint	25%
14. Security	30%
15. Safety (does not include any public safety equipment)	30%

#### **PRICING SCHEDULE**

The Fastenal Market Basket Pricing (Excel spreadsheet) reflects a selection of commonly purchased goods to be provided to the Commonwealth under this Contract. This schedule represents the Contractor's all-encompassing fees for the goods. This list is not all-inclusive. Any items categorized by the discount structure above shall also be considered part of the Contract.

#### **IV. AUTHORIZED RESELLER ORDERING INSTRUCTIONS**

##### **A. DISTRIBUTOR ALLIANCE PROGRAM (DA) AUTHORIZED RESELLERS**

Authorized Users have the option to purchase products from Fastenal or from its Distributor Alliance Program (DA) Authorized Resellers. The Distributor Alliance Program is Fastenal's diverse business reseller program through which Fastenal has established authorized channels of distribution for its products with carefully selected and qualified small and diverse businesses with the capability, reliability, experience and expertise in delivering the types of goods and services provided under the Contract. Authorized Users may utilize the DA Authorized Resellers in pursuit of promoting and achieving their supplier diversity spend requirements and goals. The DA Authorized Resellers operate independently from Fastenal; however, Authorized Users can be assured of receiving Contract pricing and Contract terms and conditions with the same high level of customer service and performance. Fastenal's full catalog is available through its DA Authorized Resellers which is fully responsible for all customer service activities in connection with an order including shipment, delivery and invoicing the Authorized User.

##### **B. HOW TO ORDER AND RECEIVE PRODUCTS FROM AUTHORIZED RESELLER:**

1. Catalog Orders: Authorized Users **must** process eVA orders directly to the Authorized Reseller using the Authorized Reseller's eVA punch-out catalog;
2. Non-Catalog Orders: Each line item of the requisition must be identified with the Authorized Reseller's name and location (eVA Vendor ID#), Contract item number, full item description and Contract price. The Contract number **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct Contract number in the correct field will be non-compliant and may not be considered a purchase against this Contract.
3. Authorized Resellers submit invoices to the Authorized Users;
4. Authorized Users remit payment directly to the Authorized Resellers and not to Grainger; and
5. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of Authorized Reseller's invoice is the responsibility of the Authorized User receiving the goods and services.

##### **C. FASTENAL'S AUTHORIZED RESELLER INFORMATION:**

1. Active Threat Solutions, LLC  
341 Kilmayne Drive, Suite 201

Cary, NC 27511

Contact: Amy Edge, 919-906-7999, [amy.edge@active-threat-solutions.com](mailto:amy.edge@active-threat-solutions.com)

eVA Vendor ID# VS0000248210

DSBSD-certified small, women-owned micro business

**MASTER AGREEMENT # 8497  
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**Facilities Maintenance and Repair &  
Operations (MRO) and Industrial Supplies**  
Lead by the State of **Oregon**

Master Agreement #: 8497

Contractor: **Fastenal Company**

Participating Entity: **Commonwealth of Virginia**

The following Goods or services are included in this Addendum:

- All Goods and accessories listed in Exhibit B to NASPO ValuePoint Master Agreement.

The following Goods or services are not included in this Addendum:

- Office and Breakroom Supplies
- Security

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions, private colleges and other entities authorized to use statewide contracts in the Commonwealth of Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Monica Nelton

Address: 4730 N. Service Drive, Winona, MN 55987

Telephone: 507-313-7633

Fax: 507-453-7145

Email: mnelton@fastenal.com

Participating Entity

Name: Monique Curley

Address: 1111 E. Broad Street, 6<sup>th</sup> Floor, Richmond, VA 23219

Telephone: 804-786-5412

Fax: 8041-786-5712

Email: [Monique.curley@dgs.virginia.gov](mailto:Monique.curley@dgs.virginia.gov)

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", §2.2-4300 et seq. of the Code of Virginia), including Article 6 (Ethics in Public Contracting), shall apply to any Participating Addendum entered into between the Contractor and a Virginia public entity under the Master Agreement.

4.2. VENDORS MANUAL

This Participating Addendum is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Participating Addendum in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under the "I Sell to Virginia" tab.

4.3. APPLICABLE LAWS AND COURTS

This Participating Addendum shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the order of the Participating Addendum or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.4. ANTI-DISCRIMINATION

The Contractor certifies that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment

Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the Participating Addendum is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Participating Addendum on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Participating Addendum over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this Participating Addendum, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  4. The requirements of these provisions A. and B. are a material part of the Participating Addendum. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this Participating Addendum for breach, or at its option, the whole Participating Addendum. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Participating Addendum is terminated.
  5. In accordance with Executive Order 61 (2017), a prohibition on

discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Participating Addendum.

- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.5. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this Participating Addendum or its Master Agreement with the Lead State or other entity that conducted the procurement upon which this Participating Addendum is based and that it has not offered or received any kickbacks or inducements from any other bidder, offeror, supplier, manufacturer or subcontractor in connection with this Participating Addendum or procurement. The Contractor also certifies it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Participating Addendum with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Participating Addendum for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.7. DEBARMENT STATUS

By participating in this Participating Addendum, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the Master Agreement or Participating Addendum. The Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

4.8. ANTITRUST

By entering into a Participating Addendum, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating

to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Participating Addendum.

#### 4.9 PAYMENT

##### A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Participating Addendum, that are to be paid for with public funds, shall be billed by the Contractor at the Master Agreement price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and - 4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

##### B. To Subcontractors:

1. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor under this Participating

Addendum is hereby obligated:

- (a) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Participating Addendum; or
- (b) To notify the Commonwealth and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- 2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Participating Addendum) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (1.b.) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the Participating Addendum. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- C. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

4.10. PRECEDENCE OF TERMS

The following Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, PAYMENT shall apply in all instances.

4.11. ASSIGNMENT OF PARTICIPATING ADDENDUM

The Participating Addendum shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

From time to time, the Contractor and the Commonwealth may agree that the Contractor will assign some of its obligations and rights to a third party. The Contractor shall, along with any request to assign any portion of those rights or obligations to another party, provide the Commonwealth a description of the obligations and rights it requests to assign, and the names, qualifications, and experience of their proposed assignees. The Contractor shall remain fully liable and responsible for the performance of its assignees and shall assure compliance with all requirements of the Participating Addendum. The Commonwealth also reserves the right to rescind any such agreement.

Purchasing Entities may place purchase orders for Master Agreement items

through one of the Contractor's Authorized Resellers. Authorized Resellers shall provide equivalent Master Agreement pricing and shipping terms, adhere to Contractor's policies and serve at its discretion. Purchasing Entities will place purchase orders in eVA using the Authorized Reseller's punch-out catalog. Purchasing Entities will be invoiced by the Authorized Reseller and will submit payment directly to the Authorized Reseller. After payment by the Commonwealth to the Authorized Reseller, Contractor will seek payment from the Authorized Reseller and not the Commonwealth. The Contractor shall pay the Department of General Services (DGS) the Surcharge Adjustment Fee (SCA) for sales made through the Contractor's designated Authorized Reseller(s) for Master Agreement items in addition to sales made directly to the Contractor.

4.12. CHANGES TO THE PARTICIPATING ADDENDUM

Changes can be made to the Participating Addendum in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the Participating Addendum. Any additional goods or services to be provided shall be of a sort that is ancillary to the Master Agreement goods or services, or within the same broad product or service categories as were included in the Master Agreement award. Any increase or decrease in the price resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Participating Addendum.
- B. The Purchasing Entity may order changes within the general scope of the Participating Addendum at any time by written notice to the Contractor. Changes within the scope of the Participating Addendum include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Entity of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Entity's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Entity decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Entity a credit for any savings. Said compensation shall be determined by one of the following methods:
  - 1. By mutual agreement between the parties in writing; or
  - 2. By agreeing upon a unit price or using a unit price set forth in the

Master Agreement, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Entity's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Master Agreement. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Entity with all vouchers and records of expenses incurred and savings realized. The Purchasing Entity shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Entity within thirty (30) days from the date of receipt of the written order from the Purchasing Entity. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Participating Addendum or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Participating Addendum shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Entity or with the performance of the Participating Agreement generally.

#### 4.13. DEFAULT

In case of failure to deliver goods or services in accordance with the Master Agreement or Participating Addendum terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

#### 4.14. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Participating Addendum shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the Participating Addendum are not exempt, the

Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

4.15. INSURANCE

The Contractor certifies that it will have the following insurance coverage at the time the Participating Addendum is executed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Participating Addendum and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Participating Addendum shall be in noncompliance with the Participating Addendum.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the Participating Addendum. Contractor must assure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.)

4.16. DRUG-FREE WORKPLACE

During the performance of this Participating Addendum, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a Master Agreement awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Master Agreement.

4.17. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in this Participating Addendum because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Participating Addendum is not in its best interest. If the Participating Addendum is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Participating Addendum objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.18. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Contractors must register in eVA and pay the Vendor Transaction Fees specified below.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

A. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

B. Refer to Term and Condition "eVA Orders and Participating Addendum" to identify the number of purchase orders that will be issued as a result of this Participating Addendum with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

4.19. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Participating Agreement.

4.20. PRICE CURRENCY

All prices shall be in US dollars.

4.21. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a Participating Addendum with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Participating Addendum. The Commonwealth may void any Participating Addendum with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.22. AUDIT

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4.23. CANCELLATION OF PARTICIPATING ADDENDUM

The Commonwealth reserves the right to cancel and terminate any resulting Participating Addendum, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Participating Addendum period is for more than 12 months, the resulting Participating Addendum may also be terminated by the Contractor, without penalty, after the initial 12 months of the Participating Addendum period upon 60 days written notice to the other party. Any Participating Addendum cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4.24. eVA ORDERS AND PARTICIPATING ADDENDUM

It is anticipated that the Participating Addendum will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee assessed for each order. Purchasing Entities **must** order goods and/or services available from the Participating Addendum by issuing an order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this Participating Addendum is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to terminate this Participating Addendum for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

4.25. RENEWAL OF PARTICIPATING ADDENDUM

This Participating Addendum may be renewed by the Commonwealth upon written agreement of both parties for one year/four (4) successive one year periods, under the terms of the current Participating Addendum, and at a reasonable time (approximately 90 days) prior to the expiration.

4.26. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Purchasing Entity shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. Any documents signed by persons other than the Director, Division of Purchases & Supply or his/her authorized designee as identified herein shall have no validity or effect upon the Participating Addendum.

4.27. LOBBYING AND INTEGRITY

The Contractor shall not, in connection with this or any other Participating Addendum with the Commonwealth, directly or indirectly (1) offer, confer, or

agree to confer any pecuniary benefit on anyone as consideration for any Commonwealth of Virginia officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state or public officer or employee.

Upon request of the Commonwealth, the Contractor shall provide any type of information the Commonwealth deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described in the Master Agreement.

#### 4.28 MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Contractors should note that acceptance of payment by purchase card is **mandatory**.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Purchase Card is indicated below.

Level 1 - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept the Purchasing Card.

- Customer Code (PCO Number from eVA); and
- Vendor Tax ID

Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 **(optional)** data which is considered "Superior Data", the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

4.29. DELIVERY TO CORRECTIONAL INSTITUTIONS

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods to correctional institutions, especially if the delivery location is within the secured perimeter.

- A. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering agency, which may reach beyond the scope of this Participating Addendum.
- B. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays there from.
- C. There shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
- D. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
- E. No weapon, alcohol, drugs or medication of any type is allowed on State property.
- F. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- G. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
- H. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
- I. All persons entering the prison complex are subject to being searched.
- J. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
- K. An institutional employee may be designated as liaison person between

the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.

- L. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
- M. All Contractor's employees shall have a valid identification with photograph at all times for identification that is acceptable to the Institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the Institution without valid identification.

The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise is impaired.

#### 4.30. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completely supervising and directing the work under this Participating Addendum and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Participating Addendum shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

#### 4.31. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified in the Participating Addendum, the Contractor shall furnish the Commonwealth the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Participating Addendum.

#### 4.32. WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Participating Addendum shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

#### 4.33. REPORTING REQUIREMENTS AND SURCHARGE ADJUSTMENT (SCA) FEE

- A. CONTRACTOR'S QUARTERLY REPORT OF SALES: Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit information in the required format and time

may result in cancellation of the Participating Addendum.

- B. SURCHARGE ADJUSTMENT FEE: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Participating Addendum. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:  
DGS/Division of Purchases and Supply  
ATTN: SCA Coordinator  
PO Box 1199  
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia and the Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: [yssireport@dgs.virginia.gov](mailto:yssireport@dgs.virginia.gov). Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of the Participating Addendum.

C. SCHEDULE:

<u>Sales Report Period</u>	<u>Sales Months</u>	<u>Quarterly Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th
 <u>SCA Fee Period</u>	 <u>Sales Months</u>	 <u>Quarterly Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th

2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st


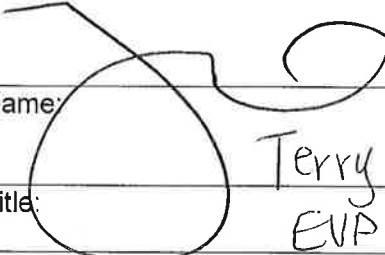
D. The Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide all documentation necessary for any performance audit(s), as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

5. ***"Reserved"***

6. Subcontractors: All contactors, dealers, and resellers authorized in the Commonwealth of Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>Commonwealth of Virginia</i>	Contractor: <i>Fastenal Company</i>
Signature: 	Signature: 
Name: <i>Monique Curley</i>	Name: <i>Terry Owen</i>
Title: <i>Statewide Sourcing &amp; Contracting Officer</i>	Title: <i>EVP</i>
Date: <i>9/26/18</i>	Date: <i>9-14-18</i>

NASPO ValuePoint

Cooperative Development Coordinator:  
Telephone:  
Email:

Shannon Berry  
775-720-3404  
sberry@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.]***



**NASPO ValuePoint Master Agreement #8497  
for  
Facilities Maintenance and Repair & Operations (MRO) and  
Industrial Supplies**

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Fastenal Company ("Contractor"). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

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**1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit A;

(2) NASPO ValuePoint Master Agreement and its exhibits:

Terms and conditions of the Master Agreement, then its exhibits, to be interpreted in the following order:

- Exhibit C - Provisions Required by Federal Law
- Exhibit B - Description of Products, Price, and Services
- Exhibit B-1 - Vending Machine Offerings
- Exhibit B-2 - Percentage Off Discounts
- Exhibit E - Contractor Branch Listings
- eMarket Center Addendum
- Exhibit D - NASPO ValuePoint Detailed Sales Data Report Form
- Exhibit A - Sample Participating Addendum
- Exhibit F - Green Policy Statement
- Exhibit G - Recycling Programs

(3) A Purchase Order issued against the Master Agreement;

(4) Any terms and conditions provided electronically or online or as part of Product materials or descriptions or guidelines; and

(5) Any Contractor's online or third party terms and conditions.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

## **2. Definitions**

**Acceptance** means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

**Acceptance Testing** means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

**Contract** means any Order or Purchase Order or other agreed upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Environmentally Preferable Product** means products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Purchasing Program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.)

for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

**Product** means any equipment, software (including embedded software), supplies, materials, commodities, goods, documentation or other deliverable supplied, offered, or created by the Contractor pursuant to this Master Agreement as described on Exhibits B and B-1. The term Products, supplies, and products are used interchangeably in this Master Agreement.

**Purchasing Entity or Customer** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**Services** means installation and additional services as defined in the Master Agreement.

### **3. Term of the Master Agreement; Non-exclusivity**

a. The initial term of this Master Agreement is for one (1) year. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Products or Services or both through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any specific number of Contracts will be issued or that any specific amount of Products or Services will be required.

## **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

## **5. Participants and Scope**

a. Contractor may not deliver Products and Services under this Master Agreement until a Participating Addendum, in a form substantially similar to Exhibit A attached hereto and acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this

Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## 7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit D.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-

exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that its sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of the effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders

from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

## **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

## **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

All prices and rates set forth in Exhibits B and B-1 (and the online catalog) must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Contractor shall apply the appropriate discounts as set forth on Exhibit B-2.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **13. Ordering**

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - (1) The Products, Services or Supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
  - (6) A ceiling amount of the order for services being ordered; and
  - (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including the Federal Terms and Conditions set forth in Exhibit C.

## **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure

period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance 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. After 45 days the Contractor may assess overdue account charges the highest rate permitted by applicable law per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. If Contractor is not the manufacturer of the product Contractor shall pass through all manufacturer's warranty to Purchasing Entity. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

## **19. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **20. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

## **General Provisions**

### **21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names Oregon, and the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **22. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

## **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes

(other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and

volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as

described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any

combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **35. Governing Law and Venue**

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by

and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 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. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **38. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

### **Authorized Signatures:**

Contractor: FASTENAL COMPANY

By: [Signature]

Title: Senior Executive Vice President Date: 4-25-2018

The State of Oregon acting by and through its Department of Administrative  
Services, Enterprise Goods and Services,  
Procurement Services

By: [Signature]

Title: State Procurement Analyst Date: 4/25/18

Approved pursuant to ORS 291.047

Oregon Department of Justice

By: Karen Johnson via email  
Sr. Assistant Attorney General

Date: April 24, 2018

## **eMarket Center Appendix to NASPO ValuePoint Master Agreement**

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update every six months to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following

conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

**(August 2017)**

# Exhibit A to NASPO ValuePoint Master Agreement

## SAMPLE PARTICIPATING ADDENDUM

### MASTER AGREEMENT # 8497 FORM PARTICIPATING ADDENDUM

NASPO ValuePoint  
PARTICIPATING ADDENDUM

**Facilities Maintenance and Repair &  
Operations (MRO) and Industrial Supplies**  
Lead by the State of Oregon



Master Agreement #: 8497

Contractor: **Fastenal Company (Contractor)**

Participating Entity: **State of XXXXX**

The following Goods or services are included in this Addendum:

- Removable Example: All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following Goods or services are not included in this Addendum:

- Removable Example: Product modifications.
- Removable Example: Installation services.

#### **Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

*[Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.]*

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *[xxxxxxx]*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:  
Address:  
Telephone:  
Fax:  
Email:

Participating Entity

Name:  
Address:  
Telephone:  
Fax:  
Email:

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

*[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]*

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 5 as "**Reserved**".]*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement

unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.]***

# **Exhibit B to NASPO ValuePoint Master Agreement**

## **Description of Products, Price, and Services**

1. Products: Contractor may provide Products and Services from the following categories:

- Janitorial Equip. & Supplies (does not include Sanitation Cleaning Chemicals)
- Sanitation Cleaning Chemicals (does not include Janitorial Equipment & Supplies)
- Fasteners
- Material Handling
- Plumbing
- Power Sources
- Outdoor Garden
- Lamps, Lighting, Ballasts
- HVAC
- Hand Tools
- Power Tools (excluding automotive related tools and products)
- Electrical
- Paint
- Security
- Safety (does not include any public safety equipment)

Purchasing Entities may access Contractor's catalog for above products at link:  
<https://www.fastenal.com/login>

2. Services:

2.1           ESB/MBE/WBE/DV & DBE Programs:  
Contractor recognizes the many opportunities small and diverse businesses provide as our suppliers, vendors and strategic customers. Our Supplier Diversity program facilitates the demand for small business advocacy among city/state/local government. Understanding this demand helps Contractor provide opportunities to small and diverse businesses in the United States.

### 2.1.1 2nd Tier Program:

Contractor has committed to building relationships with, and purchasing

goods and services from, qualified small and diverse businesses to the maximum extent possible while meeting our standards for quality and reliability. This program is not limited to just Woman-Owned and Minority-Owned Business Enterprises; we also support and offer products supplied by Small Businesses, Small Disadvantaged Businesses, Veteran-Owned and Service Disabled Veteran-Owned Businesses, and HUB Zone certified businesses. No matter the request or certification criteria, Contractor's Supplier Diversity team can help.

#### 2.1.2 1st Tier Authorized Reseller Program:

Certain projects, contracts and companies have a very high demand for diversity spend. Our 1st tier program establishes strategic alliances with diverse businesses serving as authorized channels of distribution for Fastenal's products and services. Contractor's 1st tier program features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications, including Small Business (SBE), Small Disadvantaged Business (SDB), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), Woman Business Enterprise (WBE), Small Veteran-Owned Business (SVOB), Small Disabled Veteran-Owned Business (SDVOB), HUB Zone Business (HUB)

## 2.2

### Growth Incentives:

Contractor's pricing includes contract incentives, a fixed category discount structure, market basket pricing that is firm for 12 months, pre-paid standard ground shipping, product warranties, and inventory management solutions.

#### 2.2.1

Contractor is offering an aggressive Growth Incentive Program for the Participating State in order to have the ability to not only bring value to their supply chain, but encourage participation with activities which will provide even greater savings through program compliance. The incentive structure provided through Contractor will act as a tool for the Purchasing Entity to assist with driving compliance to the operations within their organization that can reduce the operational expense involved with the supply chain.

#### 2.2.2 Growth Incentive Program Choices:

1. Single Award
2. Multiple Award with Fasteners & Safety Categories Single Award
3. Multiple Award
4. Multiple Award with incentive for Political Subdivision / Higher Education to select Single Award

Contractor will work with each Purchasing Entity to analyze which incentive program will maximize the value within the supply chain

structure they wish to implement. The Purchasing Entity will have the opportunity to analyze and identify the program which creates the greatest value in relation to their individual needs with the participating addendum.

- 2.3 The quality and availability of recycling or other sustainability programs, including products or services offered:

Contractor will work with the Purchasing Entity to better enable the State to achieve sustainability goals established by the State.

- 2.4 The quality and availability of recycling or other sustainability environmental conservation programs, including products and/or services offered:

Contractor will work closely with the Purchasing Entity to identify and implement environmental conservation programs.

- 2.5 The number of available green environmentally preferable products that meet the solicitation's specifications available, showing a robust supply of green/sustainable products:

Contractor's robust green and sustainable offering includes more than 46,000 products.

Green products are clearly marked with the Fastenal "green" icon to the right, indicating that the item offers environmental benefits according to either a 3<sup>rd</sup> party certifying agency (EcoLogo, Green Seal, etc.) or information provided by the manufacturer. You can search for available green products in each category on Fastenal.com (under Promotions & Special Interests). Contractor also offers an eCatalog of green product solutions found at: Fastenal.com > Products > Green Items.

- 2.6 Recycling Programs:

- Ink & Toner Cartridge Recycling – Fastenal also offers simple, convenient recycling of printer cartridges. Let us do the work for you; it's easy, quick and free.
- RecyclePak® – When the container is full, simply ship it out – it's prepaid. Fastenal offers a wide range of RecyclePak packaging to meet your hazardous material recycling needs.

- 2.7 Contractor's Standard Return Policy:  
Contractor must approve cancellation of any order prior to shipment. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchasing Entity. Any cancellation or returns

accepted after 30 days may be subject to a restocking fee and other charges, for which the Purchasing Entity shall be responsible. All returns should be made to a Fastenal branch or as otherwise designated by Fastenal, and must be in resalable condition and accompanied with an Invoice.

Sourced Items ordered and delivered to the Purchasing Entity may be non-returnable and non-refundable. Sourced Items that have been ordered by the Purchasing Entity and are non-cancelable by the manufacturer, Purchasing Entity must accept and pay for the delivered quantities, excluding non-conforming items. If Purchasing Entity requests to cancel a Sourced Item order prior to shipment or delivery, Seller will exercise reasonable commercial efforts to discontinue the production of the items by the manufacturer. However, Purchasing Entity will be responsible for any restocking fee or costs imposed by the manufacturer related to the cancellation of the Sourced Item. In the event the Purchasing Entity requests Seller to stock and maintain an inventory of certain quantities of Sourced Item for Purchasing Entity, Purchasing Entity agrees to purchase all remaining Sourced Items maintained by Seller in its inventory at the time the purchase order or contract is terminated or within thirty (30) days after Purchasing Entity discontinues use of the Sourced Item.

## 2.8 Distribution points:

Fastenal's distribution footprint allows for delivery schedules of 24 to 48 hours on many in-stock items by offering same-day service in 2,100+ local markets. Contractor has the ability to cost-effectively operate local branches in not only major cities but also small towns and rural areas across North America, positioning dedicated service teams and customized inventory minutes away from the Purchasing Entity locations.

Contractor's branch-based service model enables Fastenal to:

- Stock product locally for immediate availability;
- Tailor local branch inventory to match Participating State's needs;
- Manage Purchasing Entities inventory to lower their total cost of ownership; and
- Provide industry leading in-person, flexible, value added customer service

Branches are serviced by the nearest of 17 Fastenal distribution centers throughout the U.S. through our company-owned fleet:

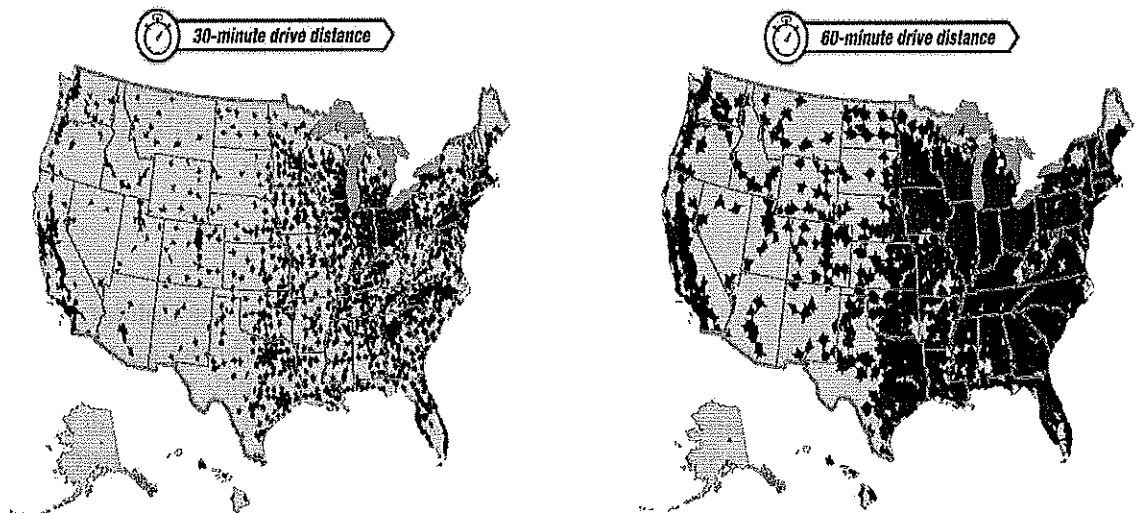
- Fleet Vehicles: 7,580
- Semis: 325
- Straight Trucks: 150
- Sprinters: 139

Contractor's U.S.-based distribution centers are located in Akron, OH;

Atlanta, GA; Denton, TX; Edwardsville, KS; High Point, NC; Houston, TX; Indianapolis, IN; Jessup, PA; Lakewood, WA; Leominster, MA; Modesto, CA; Orlando, FL; Pearl City, HI; Salt Lake City, UT; Spokane Valley, WA; and Winona, MN.

Contractor is able to offer same-day **inside delivery** in 2,100+ local markets by a local Fastenal customer service representative, something no other industrial supplier can do. The key to this solution has been our ability to cost-effectively operate local branches in not only major cities but also small towns and rural areas across North America, positioning dedicated service teams and customized inventory minutes away from the Purchasing Entity locations.

The maps below show the area our local branch teams can service within 30 minutes and 60 minutes. If Purchasing Entities have a need, Fastenal can generally fulfill the need within the hour.



2.9 Scope of geographical coverage offered:

Contractor is offering coverage of all 50 states, Puerto Rico, and Guam.

2.10 Accurate and meaningful marking of green products in the on-line catalog when applicable:

Contractor provides accurate and meaningful labeling of environmentally preferable products offered in our on-line catalog through the green leaf symbol to the right.



3. Additional Services:

3.1 Contract Management Retail Store/Will Call Availability:

Contractor branches are open 8:00am to 5:00pm Monday through Friday, local time. See Exhibit E Contractor's listing of branches incorporated by reference.

Contractor has trained and capable employees that will interact with the Participating Entity and has regional, senior, and executive management responsible for supporting the Purchasing Entity.

3.2 Reporting Capabilities Disaster Recovery Plan:

Contractor will provide reporting/analysis. Contractor will work with the Purchasing Entity to provide access to their order information, through various history reports, spend analysis, pricing audit, and various other reports.

Given the importance of data for information and reporting, it is critical that Contractor stores this information well. Contractor shall backup Data and transaction logs so that information can be restored in the event of hardware or other failure.

3.3 Web based ordering System:

Contractor's website at Fastenal.com is a state-of-the-art transactional website hosting the online catalog with visibility and access to:

- Descriptions
- Images
- Product Specifications
- CAD Drawings
- SDS Sheets
- Contract Price
- Shopping Cart
- Order History
- Product Availability
- Order Templates

The website is available from a traditional browser and via a mobile app for use by the Purchasing Entity that may be away from an office. Contractor offers punch out solutions to the Purchasing Entity that requires them.

3.4 Contractors point of contact information:

Contractor can be contacted at:

Toll Free: 877 507-7555

Email: [nasposupport@fastenal.com](mailto:nasposupport@fastenal.com)

Website: [www.fastenal.com/naspo-value-point](http://www.fastenal.com/naspo-value-point)

FAX: 866 664-1246

Remit to:  
Fastenal Company  
2001 Theurer Blvd.  
Winona, MN 55987

### 3.5 E- Commerce and Web Catalog Capabilities:

(1) Display contract pricing and multiple search options from narrow options to specific search criteria:

Contractor allows the Purchasing Entity to search and filter by the following attributes:

- product categories
- descriptions
- key words
- manufactures
- manufacturer part numbers
- industry part numbers
- competitor part numbers
- customer-specific part numbers
- green products

(2) On-line ordering capability:

Contractor hosts a state-of-the-art transactional website to process online orders. All orders are processed through your local branch and sales representative providing quick confirmation and seamless fulfillment on Products. The Purchasing Entity can order catalog items online through multiple time-saving functions.

- Product Search
- Customer Order Templates
- Electronic Quotes
- Fast Order Pad
- File Upload

(3) Order status and order tracking capabilities:

The Purchasing Entity can see the status of their orders at any time during the order process. The local branch can provide tracking information on branch-delivered parts and 3<sup>rd</sup> party tracking numbers are made available in status updates where applicable.

(4) Order history:

The Purchasing Entity can view their history of orders placed online. Order history can be reordered and edited for future use and commonly ordered items can be saved into order templates for ease of re-ordering.

In addition the Purchasing Entity has the power of FAST 360° to review their spend and evaluate it by time period, category, and location. The

Purchasing Entity may search for items previously purchased and utilize the data to see where the product went and the price previously paid.

(5) The Purchasing Entity can develop personal lists and profiles, and a secure means for storing procurement card information:

Contractor's website offers user profiles and user hierarchy. Each Participating Entity can manage and store account information such as shipping and billing locations, along with encrypted and secured procurement card information on a PCI Compliant website. In addition to storing card information, the Purchasing Entity can also store their favorite items in an order template or their frequently shipped to locations in My Addresses.

(6) Online help to use site should be available at minimum during normal work hours.

Support is available from both the local branch and a dedicated online support team. The Customer Service Center will be staffed from 8 a.m. to 5 p.m. in every time zone of the Participating States – toll free at 877-507-7555.

E-commerce support is available toll free at 877-507-7555 and [webhelp@fastenal.com](mailto:webhelp@fastenal.com).

(7) Technical data, illustrations, Safety Data Sheets (SDS), parts availability, and access to web-based product sourcing is required:

All products contain technical information in the form of product attributes, product descriptions, and detailed notes fields. This information can guide the Purchasing Entity by the type of product or the specific application of the product. Many products contain CAD Drawings and "Product Standards" informational PDF sheets which contain technical data such as chemical, mechanical, and performance information. The SDS sheets are available in the product detail page of the corresponding product. Additionally, the "Supply Chain" section on website shows availability at the local Fastenal branch. All products visible on Fastenal's website can be sourced in various manners.

(8) Allow viewers to view on line product availability by location.

All standard parts display product availability information and an estimated delivery range. When the Purchasing Entity is logged into their branch account, inventory from that branch is visible on the "My Branch" tab so they can easily shop the items that are available for same day pickup or delivery.

(9) Ability to block certain items or categories.

Products or categories may be restricted from purchase. Restricted items will be displayed as restricted and the Purchasing Entity is not allowed to purchase the items.

(10) Ability to accept "P-Card" payments.

Contractor has the ability to process Visa, MasterCard, and American Express LI, LII, and LIII transactions.

3.6 Electronic Data shall be stored for each Participating State in the following ways:

The electronic information for each state is securely stored and administered within various systems including point-of-sale (POS), contract management, and sales management system. All data is managed in accordance with Fastenal's cyber security protocols.

Contractor has a Business Continuity plan to outline their order processing and product distribution processes to accommodate such an event. This plan covers all aspects of their business, including corporate operations, distribution centers, and branches. Due to the sensitive and confidential nature of the technology controls and security measures utilized, a more detailed description of their security protocols can't be provided.

Contractor's approach to information security is based on a philosophy of continuous improvement that is informed through a risk-based evaluation of the people, processes, and technology used to safeguard our sensitive data and systems. Contractor utilizes various information technology security controls and processes to support operational activities including, but not limited to: security and computer operations management, service delivery and change management, secure software development, vulnerability management, strategy and planning, end-user computing, internal security audit, configuration management, risk management, incident response, disaster recovery, and business continuity planning. To ensure robust adoption of sound information security principles and governance, Contractor has chosen to align with industry best practice standards and frameworks such as CIS, NIST, ISO, and PCI, where applicable.

3.7 Forced Substitutions:

Contractor will not conduct forced substitutions. The local servicing branch will work directly with the Purchasing Entity to identify possible equivalent substitutions which will satisfy the Purchasing Entities needs.

3.8 Contract Management:

Contractor's Contract Management team helps implement contract

terms, conditions, pricing, and time lines for deliverables such as reporting, rebates, and additional discounts (if any). Contract Management works closely with Contractor's Vice President of Government Sales, the VP of Contract Development and Support, and the Director of Contract Management. The Master Agreement will be managed within Contractor's contract management system, a proprietary database that manages pricing, FOB terms, rebates, reporting, and other relevant terms.

The Contract Management team will be responsible for ensuring that the contract is correctly administered. The Contract Management System administers the Master Agreement (including any participating addendum unique terms, fees or reporting) to the Fastenal branch account, driving compliance via the Fastenal branch point of sale (POS) system. The Contract Management team will also manage the administration of contract amendment(s), extensions, price updates, and other administrative correspondence.

Contractor will provide all training specific to contract utilization, online ordering, product delivery, product returns, EPPs and customer service processes at no additional cost.

### 3.9

#### Shipping:

All shipments are to be delivered directly to the purchasing department/division address. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

- Purchasing Entity name;
- Delivery Address;
- Purchasing Entity and floor;
- Contact; and
- Telephone number.

A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

- Line item description;
- Date ordered;
- Quantity ordered;
- Quantity included in shipment;
- Any backordered items;
- Unit Price and extension;
- Number of parcels;
- Purchase Order Number;
- Purchasing Entity name; and
- F.O.B. Destination.

Contractor ensures that its Packing Slip references information important to the Purchasing Entity, including all of the fields identified

above. Furthermore, Contractor's product descriptions and part #s on the Packing Slip match exactly those on the product labels making for simple receipt and validation processes by the Purchasing Entity. Contractor can additionally identify the Purchasing Entity's item #, a customer's P.O. line number, and other relevant information on the Packing Slip.

Contractor's prices for all items associated with the Master Agreement are FOB Destination anywhere within the Participating States or geographic area.

Exception to FOB Destination:

- 1) Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for AK, HI, PR, & GU.
- 2) Sourced items and orders requiring special handling or expedited shipment. Items requiring an exception would be communicated to the Purchasing Entity prior to acceptance of a purchase order. Approved charges would be prepaid and billed to the Purchasing Entity.

Specify Guaranteed Delivery Time for In-Stock Items. Contractor's guaranteed delivery time for In-stock Items does not exceed 24 to 48 hours. Delivery times in AK, HI, PR, and GU may differ.

Specify Guaranteed Delivery Time for Non-Stock Items. Contractor's guaranteed delivery time for Non-stock Items does not exceed 10 days from the date of order. Delivery times in AK, HI, PR, and GU may differ.

### 3.10

Reporting Capabilities:

The Contractor shall provide information on all reports that are available without charge, to include a brief description of the report and the frequency. The Participating States may have additional reporting requirements. Contractor commits to providing consolidated reporting to the Purchasing Entity at frequencies they require or as requested.

Typical reporting includes, but is not limited to:

- Net Spend Report – showing spend per account under the contract.
- Usage Detail – showing invoice level part detail for each account under the contract.
- Concept Spend – showing contract spend within specific product categories.
- Executive Summary Report – multi-faceted contract level dashboard report including total spend, spend by product category, spend by agency type, accounts receivable, spend by individual account, cost savings (freight saved, invoice dollars saved, previous price paid, receiving disbursement, inventory management, PO reduction, extra value services, other savings,

vendor reduction, product source, emergency services, kiting, committed inventory, material substitution), inactive accounts, spend by account specialty.

- Rebate and Administrative fee reports
- Supplier Diversity reporting
- Environmentally Preferred products reporting
- FAST Solution reporting
- Workflow management reporting via online Catalog

Reports provided in Excel format unless otherwise noted. Contractor does not charge money for any reports to the Purchasing Entity, and will work with each request to try to meet the Purchasing Entities needs if the information is not already available.

The Purchasing Entity has access to orders placed via the website or through punch out on their account on the web. These orders can be reviewed by order or item category for easy reference.

### 3.11 Sustainability/Environmental Practices:

(1) Contractor is self-certified to the international standard for environmental management systems, ISO 14001, and conducts annual audits to evaluate our performance and recommend future initiatives. Contractor has a Green Policy Statement and a copy is attached hereto as Exhibit F.

#### (2) Product Take Back/End of Life:

Products with recycling solutions are clearly identified in on-line catalogs and on website with the symbol to the right. Contractor currently offers recycling solutions for lamps, ballasts, mercury-containing devices, batteries, printer cartridges, and personal protective equipment.



- Ink & Toner Cartridge Recycling – Contractor also offers simple, convenient recycling of printer cartridges. Let us do the work for you; it's easy, quick and free.
- RecyclePak® – When the container is full, simply ship it out – it's prepaid. Contractor offers a wide range of RecyclePak packaging to meet your hazardous material recycling needs.

Copy of Contractor's Recycling Programs are attached hereto as Exhibit G.

### 3.12 Vending Machines:

Contractor offers these services. See Exhibit B-1 Vending Machine Offerings incorporated by reference.

Contractor's vending machines are a value-added service that the Purchasing Entity can use to source products. Contractor's local branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution.

3.13 Installation, if applicable:

Contractor's ability to provide installation services of products or equipment that a Participating State may chose, if applicable to its State rules.

Contractor has dedicated Implementation teams throughout the U.S. and with more than 152 implementation specialists overall. This nationwide dedicated team of implementation specialists will provide installation services for shelving, racking, bins, dispensers, vending machines, and other items related to the product line.

3.14 Sourced Products, if applicable:

3.14.1 Contractor sourced products is a product which is not currently listed in the suppliers contract catalog or on-line ordering system at the time of order receipt but is capable of being supplied through the Contractor, if applicable to the Participating State's rules.

Contractor's sourcing model is a value-added service that is offered to the Purchasing Entity to source products. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution.

3.14.2 If the Contractor is capable of supplying sourced products they must be direct line extension products which have a similar item to an established product category and the Contractor must already have a publically recognized business partnership with the "brand," if applicable to its Participating State's rules.

Contractor's sourced products are a direct line extension of the product offering consisting of thousands of vendors with whom Contractor has developed a publically recognized business relationship around promoting and developing the brands representative of the Contractor.

3.15 Volume Discount:

3.15.1 Contractor understands that the Purchasing Entity may, from time to time, have unique purchasing needs requiring the purchase of products in a volume not related to ordinary purchase volume. Contractor will assist the Purchasing Entity by identifying and passing

on the additional value which may be obtained through reaching a volume purchase. The volume discounts will be negotiated between the local Fastenal branch and the Purchasing Entity based on market conditions.

Additionally, Contractor offers each Participating State and political subdivision the opportunity to negotiate a "Custom Market Basket" program. This program allows the political subdivision within a Participating State to negotiate additional items to be added to the market basket and negotiate additional discounts to be applied to these items. The Custom Market Basket may be reviewed annually and updated as required. All Custom Market Basket items will fall within the scope of the Master Agreement and participating addendum.

3.15.2 Contractor offers an additional cumulative ordering volume discount if total cumulative product spend, as reported under the Master Agreement (inclusive of all Participating Entities within a Participating State) exceeds the volume target established in a given contract year. The additional discount will apply to all product category discounts offered in Exhibit B-2. The volume discount excludes market basket priced items. Additional discounts resulting from meeting cumulative ordering volumes will be effective no later than the 1st day of the 14th month (allowing a one-month evaluation period) of the contract for the second year of the contract and run for 12 consecutive months, at which time spend for the next year will be evaluated for minimum spend requirements to achieve the additional volume discount continuation. The maximum additional discount for the life of the contract is 3%. The Cumulative Ordering Volume Discount will be adjusted each contract year to coincide with the 1%, 2%, or 3% discount achieved.

CONTRACT YEAR SPEND of all Purchasing Entities within Participating State	Annual Spend \$5+million	Annual Spend \$8+million	Annual Spend \$12+million
Additional Discount per Spend Level	1%	2%	3%

#### Illustration:

CONTRACT YEAR	7/1/2018 – 6/30/2019	7/1/2019 – 6/30/2020	7/1/2020 – 6/30/2021	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023
Spend	\$4 Million	\$6 Million	\$4 Million	\$9 Million	\$13 Million
Contract Year Qualified	No	Yes	No	Yes	Yes
Add'l Discount %	0%	1%	0%	2%	3%
Add'l Discount Start Date & End Date	N/A	8/1/2020 – 7/31/2021	N/A	8/1/2021 – 7/31/2022	8/1/2022 – 6/30/2023

3.15.3 Additional Volume Discount for Minimum Order Quantity. Contractor provides the Purchasing Entity with the additional value of no minimum order requirement. The discount structure provided by Contractor gives each member the purchasing strength of the overall contract volume, reducing the need for concern about consolidating orders. However, as unique situations occur, Contractor provides the Purchasing Entity the opportunity to capture the value derived from consolidating operations. Contractor will provide savings extracted from the operational efficiency of volume purchase to the Purchasing Entity.

3.16 Disaster Recovery:

Contractor shall provide an emergency preparedness plan to aid States during an emergency or disaster recovery with specifics as to response time, supplies availability and other goods and services that is offered.

A Participating State may request hard copy and link to Contractor's emergency preparedness plan on its website.

Contractor to provide lead state with hard copy and website link no later than July 15, 2019.

## Exhibit B-1 - Vending Machines



With tens of thousands of machines currently implemented at customer sites, Contractor is the dominant leader in industrial vending. Why? It's a combination of Contractor's innovative technology, Contractor's low-cost, no-risk program, and most

important of all, Contractor's "machine behind the machine" – the thousands of local Contractor personnel making sure each solution is perpetually filled, functioning, and fully optimized for maximum savings.

- Wide variety of machines to support virtually any product needs.
- Dynamic web reporting – view real-time usage data when, where and how you want to see it.
- Machines provided free of charge based on a one-year renewable service agreement.
- Participating Entity's servicing Contractor branch teams monitor and replenish the machines – no paperwork or labor required.
- Dedicated vending specialists work hand-in-hand with Contractor's local branches to analyze usage patterns, suggest areas for improvement, and make sure the solution is driving the results you want to see.
- Contractor's industrial vending solutions have the added benefit of reducing product consumption, typically by 25–35%.

### FAST 5000 & FAST 3000

With tens of thousands of units driving results at customer sites, this is most widely-used industrial technology in the world – a simple, versatile solution to track and control items ranging from PPE to general MRO items. The FAST 3000 is simply a more compact version of the FAST 5000. Both can function as stand-alone solutions or used in conjunction with Contractor's standard lockers.

### Standard Lockers

Contractor's standard (semi-secure) lockers are used to: 1) track and control access to larger-sized consumable products (relying on the user to enter the quantity taken), and 2) automate check-out and return of tools and other assets. They can be used with a standalone controller or in conjunction with a FAST 5000 or FAST 3000 machine.

### FAST 10000SL (Secure Locker) Series

This next-generation technology extends the benefits of vending to four very common (yet traditionally difficult to vend) product types: 1) boxes, 2) cylinders/cans, 3) 'floppy' items (Tyvek suits, belts, hoists, etc.), and 4) loose components (fasteners, fittings, cutting tools, etc.). The machines automatically sense and report the exact amount taken by each user, providing per-item traceability and a frictionless 'grab and go' experience.

### Outdoor Lockers

With a tough steel exterior, ruggedized electronics and optional temperature control, these lockers are built to operate in harsh outdoor environments. Keep tools perpetually stocked, secure and accessible on the jobsite, and automatically track check-out/check-in of expensive tools.

### FAST CT (Cutting Tool) Machines

Designed to dispense and track inserts and round tools, either individually or in pre-determined quantities. The compact design of the machines (combined with the low cost of Contractor's vending program) makes it practical to install multiple point-of-use machines throughout the shop (versus a single centralized unit) for increased productivity.

### FAST Bev

Provides 24/7 access to chilled beverages at the point of use along with reporting to ensure workers are receiving proper hydration during the day – an efficient solution to drive compliance with Participating Entity's hydration program. (Subject to state and local restrictions.)

## Additional Value Added Solutions



Contractor's bin stock solutions are a perfect fit for any production and MRO items you cannot dispense out of a vending machine but are still needed on Participating Entity's shelves. Each solution is unique, but all share three common elements:

1. A labeled location and min/max inventory range for each part.
2. A nearby Contractor branch to carry the inventory and make sure you always have just the right amount on hand.
3. Detailed usage reporting by location, clarifying 'how much of which parts should be stocked where.'

### Manual Solutions:

#### *Contractor Managed Inventory (FMI)*

Save time and money by utilizing Contractor's local experts to manage Participating Entity's bin stock inventory.

- We organize & label new or existing bins, collaborate to establish initial min/max levels and service schedule.
- We visit regularly to monitor & replenish inventory.
- Suggested replenishment orders are submitted, reviewed and approved via Contractor.com.
- Flexible delivery (we deliver to dock or put product away).

#### *FAST Scan*

If you prefer to handle the scanning and ordering internally, Contractor will provide an iOS-based scanning solution for Participating Entity's personnel to quickly generate replenishment orders.

- We organize and label bins and shelving.
- We set up profiles for local users on Contractor.com and provide scanning devices.
- Participating Entity's local personnel determine inventory levels and controls.
- We provide flexible delivery, reporting, and suggestions for improvement.

### Electronic Solutions:

#### *FAST Scale*

Utilizes weight sensor technology to provide a real-time view of Participating Entity's exact quantity on hand (QOH) – a good fit for critical production parts. Users log onto Contractor.com to view live inventory levels and adjust reorder triggers.

- We install the scale system, organize and label parts.
- An order is automatically generated when stock hits 'min' level.
- View and approve suggested orders via Contractor.com.
- Flexible delivery (we deliver to dock or put product away).

#### *Auto Bin (coming soon)*

Offers a real-time view of Participating Entity's inventory 'health' ('above min,' 'below min' or 'out of stock' – not exact QOH) along with electronic signals prompting replenishment when stock runs low. There are two basic options:

- Infrared Bins – An order is triggered when stock falls below a specified 'water mark' in the bin.
- 2-Bin System – An order is triggered by placing the empty bin next to an RFID chip built into the shelving.



The purest expression of Contractor's local service philosophy is Contractor's Onsite service model, positioning not only Contractor's solutions but also Contractor personnel and Contractor-owned

inventory – essentially a dedicated branch – within the walls of Participating Entity's facilities. Just like vending and bin stocks, this is a natural extension of Contractor's distribution infrastructure and a model we've pioneered in Contractor's industry.

#### The Contractor Onsite Advantage:

- Full program customization based on process mapping exercise.
- Dedicated onsite Contractor team to handle all inventory management functions – the first time Participating Entity's employees touch the product is at the point of use.
- Consigned onsite inventory within the Contractor crib – we own it until it's on Participating Entity's production floor.
- Customized inventory modeling to eliminate stock-outs.
- Immediate access to planned needs (within Contractor's crib) and a variety of spot-buy needs (via Contractor's local branch).
- Detailed, flexible reporting based on Participating Entity's business priorities.
- Deep collaboration, including participation in Kaizen events and other company initiatives. (As we like to say, it's like having a team of supply chain experts on Participating Entity's staff, but not on Participating Entity's payroll.)

#### How Will Participating Entity's Business Benefit?

- ✓ Save money
  - Lower markup structure (reflecting Contractor's lower operating costs vs. Contractor's traditional branch-based service model).
  - Utilize Contractor labor for purchasing, quality inspection, inventory management, etc.
  - Reduce transportation costs through better inventory planning and utilization of Contractor's trucking system.
- ✓ Reduce inventory/working capital
  - Upon moving Onsite, we will sell down Participating Entity's current inventory and replace it with Contractor's own.
  - Moving forward, the inventory in the Contractor crib is on Contractor's books until we move it to the production floor. This transformation creates a dollar-for-dollar reduction in Participating Entity's working capital.
- ✓ Gain efficiency in Participating Entity's facility
  - Simply put, we are experts – with the knowledge, solutions, and systems to run a truly world-class supply chain for Participating Entity's business.
  - Put Contractor's decades of experience to work for you in the areas of quality/source control, OEM critical spares management, inventory planning, point-of-use supply flow, and other critical activities.

Contractor's FAST Solutions agreement(s) (vending, bin stock, onsite) will be executed and/or incorporated in the resulting Participating Addendum with the respective state and/or political subdivision.

#### **Industry-Specific Services and Specialists**

As a complement to Contractor's local branch sales force, Contractor has trained and deployed hundreds of industry specialists to provide high-level support in key areas of Contractor's business, including:

##### Safety

To support Contractor's safety product offering, we've positioned 50+ trained Safety Specialists across the U.S. and Canada. These personnel carry multiple certifications, including Masters in Occupational Health and Safety, QSSP Certification, and OSHA 30-Hour Training. Their job is to identify hazards,

document risk factors, garner worker feedback regarding PPE, and ultimately develop a business plan to reduce workplace incidents while maximizing productivity and profits.

Working with Contractor's key safety suppliers, Contractor's Safety Specialists provide trainings and PPE equipment assessments for the following concepts:

- Eye Protection – product selection/rationalization, fit testing
- Hearing Conservation – fit testing
- Face and Head Protection
- Respiratory Protection – qualitative fit testing
- Skin Care Needs Analysis – prevention/reduction of occupational dermatitis, reduction of sick days
- Hand Protection – job-specific assessments, product testing
- Fall Protection – application assessment, harness/lanyard inspection, competent person training
- Ladder Inspection and Certification
- Hoist and Sling Inspection and Certification
- Heat Stress Evaluation – program development
- Spill Containment and Flammable Storage
- Lock Out/Tag Out Program
- AED, BBP, First Aid Training
- ARC Flash Assessments

#### Manufacturing/Metalworking

As part of Contractor's metalworking product expansion, we've stationed 40+ Metalworking Specialists across North America. These individuals have undergone three levels of training, culminating with intensive hands-on training at Contractor's key suppliers' facilities. They work directly with customers to help them select the best products for the job and run them the right way for maximum productivity and cost-effectiveness.

#### Lean Consulting/Six Sigma

Contractor's 70+ employees who have completed Black Belt training and 110+ internally-trained 'Blue Belts' are available to participate in Lean events and support Participating Entity's Lean initiatives. Services include DMAIC Process Mappings – working with Participating Entity's personnel to map the movement of product through Participating Entity's current system and identify areas where costs can be reduced or eliminated. Based on the information gathered, a gap analysis is presented along with a business plan to achieve a specific cost savings goal.

## EXHIBIT B-2 to NASPO ValuePoint Master Agreement

Percentage Off Discount:

### Percentage off list per awarded category

Contractor shall apply the following discount percentages to all purchases:

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	30%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies)	25%
3. Fasteners	57%
4. Material Handling	25%
5. Plumbing	30%
6. Power Source	30%
7. Outdoor Garden	25%
8. Lamps & Lighting and Ballasts	30%
9. HVAC	30%
10. Hand Tools	25%
11. Power Tools (excluding automotive related tools and products)	25%
12. Electrical	30%
13. Paint	25%
14. Security	30%
15. Safety (does not include any public safety equipment)	30%

The Contractor's Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Contractor can however provide a higher percentage off list discount by providing the Lead State a thirty (30) day notice and Lead State approving the discount.

## **Exhibit C to NASPO ValuePoint Master Agreement PROVISIONS REQUIRED BY FEDERAL LAW**

Without limiting the generality of Section 15 of the Master Agreement, if applicable, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

**1. Equal Employment Opportunity.** If this Master Agreement, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**2. Clean Air, Clean Water, EPA Regulations.** If this Master Agreement, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Participating Entity or Purchasing Entity, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

**3. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

**4. Truth in Lobbying.** The Contractor certifies, to the best of the Contractor's knowledge and belief that:

4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

4.2. If any funds other than federal appropriated funds have been paid 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, grant,

loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

4.3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**5. HIPAA Compliance.** If the work performed under this Master Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Master Agreement is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

5.1. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Participating Entity or Purchasing Entity for purposes directly related to the provision of services to clients which are funded in whole or in part under this Master Agreement. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Participating Entity or Purchasing Entity Privacy Rules, or the Participating Entity or Purchasing Entity Notice of Privacy Practices, if done by Participating Entity or Purchasing Entity. A copy of the most recent Participating Entity or Purchasing Entity Notice of Privacy may be obtained from Participating Entity or Purchasing Entity

5.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Participating Entity or Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with Participating Entity or Purchasing Entity and shall comply with the Participating Entity or Purchasing Entity EDI Rules.

5.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the Participating Entity's or Purchasing Entity's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the Participating Entity's or Purchasing Entity's HIPAA officer. Contractor or Participating Entity or Purchasing Entity may initiate a request for testing of HIPAA

transaction requirements, subject to available resources and the Participating Entity's or Purchasing Entity's testing schedule.

5.4. If Contractor is deemed to be a business associate of Participating Entity or Purchasing Entity under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides Participating Entity or Purchasing Entity with satisfactory assurances that if it receives from Participating Entity or Purchasing Entity or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

5.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Master Agreement or as required by law;

5.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Master Agreement;

5.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Master Agreement;

5.4.4. Contractor will report to Participating Entity or Purchasing Entity any use or disclosure of PHI not provided for by this Master Agreement of which Contractor becomes aware;

5.4.5 Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;

5.4.6. Contractor shall make available to Participating Entity or Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;

5.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Participating Entity or Purchasing Entity or trading partner (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partner) available to Participating Entity or Purchasing Entity and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Participating Entity's or Purchasing Entity's or trading partners' compliance with HIPAA; and

5.4.8. If feasible, upon termination of this Master Agreement, Contractor shall return or destroy all PHI received from Participating Entity or Purchasing Entity or trading partners (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Master Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Participating Entity or Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping,

trading partner profiling and training and mentoring services for Participating Entity or Purchasing Entity and trading partners under this Master Agreement.

**6. Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

**7. Substance Abuse Prevention and Treatment.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).

**8. Audits.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

**9. Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**10. Medicaid Compliance.** To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

10.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Participating Entity or Purchasing Entity, the Secretary of Health and Human Services, and as otherwise directed by Participating Entity or Purchasing Entity;

10.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

10.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

10.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

**11. Americans with Disabilities Act.** Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.

**12. Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

**13. Federal Tax Information.** Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

**14. Educational Records.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

**EXHIBIT D to NASPO VALUEPOINT MASTER AGREEMENT  
NASPO ValuePoint DETAILED SALES DATA REPORT FORM**

Field Name	Field Description
CONTRACTOR	The awarded Contractor's name
CONTRACTOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Contractor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Contractor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Contractor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product

UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
Discount Percentage	Percent off of List Price- example=20%
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Optional	More information



# Exhibit E-Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
8050 Old Seward Hwy, Anchorage, AK 99518	101 Wildcat Ln., Bardstown, KY 40004	820 N. Locust St., Ottawa, OH 45875
3501 Lathrop St Unit A, Fairbanks, AK 99701	378 Scotty's Way, Bowling Green, KY 42101	829 N Williams Street, Paulding, OH 45879
1810 Anka Street, Juneau, AK 99801	5261 Nashville Rd., Bowling Green, KY 42101	1305 Findlay Street, Portsmouth, OH 45662
42436 Kenai Spur Hwy Suite 1, Kenai, AK 99611 619 S.	21 Tiffany Lane, Calvert City, KY 42029	2350 East State Street, Salem, OH 44460
Knik-Goose Bay Rd Ste A&B, Wasilla, AK 99654 1321	302 Main Street, Ghent, KY 41045	3501 Venice Road, Sandusky, OH 44870
Wagner Drive Suite 100, Boaz, AL 35957	5400 Hwy 431 North, Central City, KY 42330	641 N. Vandemark Road, Sidney, OH 45365
1813 East Three Notch Street, Andalusia, AL 36421	6644 S US Highway 25, Corbin, KY 40701	3050 South Tech Blvd, Miamisburg, OH 45342
17749 Hwy 72 West, Athens, AL 35611	137 Doc Walker Road, Columbia, KY 42728	810 Bechtie Ave, Springfield, OH 45504
84 Industrial Blvd., Attalla, AL 35954	108 Man O War Blvd., Danville, KY 40422	742 North 7th Street, Steubenville, OH 43952
115 East Veterans Blvd., Auburn, AL 36832	405 E. Dixie Highway, Elizabethtown, KY 42701	555 Frost Rd. Unit 107, Streetsboro, OH 44241
2535 Commerce Circle, Tarrant City, AL 35217	8983 Empire Connector Dr., Florence, KY 41042	150 Benner Street, Tiffin, OH 44883
381 US Hwy 11, Trussville, AL 35173	39 Brown Road, Franklin, KY 42135	2717 Tracy Rd., Northwood, OH 43619
1031 19th St N, Bessemer, AL 35020	117 Collision Center Drive, Frankfort, KY 40601	17 N. 11th St, Toledo, OH 43604
2821 5th Ave South, Birmingham, AL 35233	100 Summer Court, Georgetown, KY 40324	6014A Lewis Ave, Toledo, OH 43612
229 Regency Park Drive, Alabaster, AL 35007	302 North College Street, Suite 1, Harrodsburg, KY 40330	20 Kings Chapel Drive North, Troy, OH 45373
155 7th Street South, Clanton, AL 35045	1818 Petersburg Rd., Hebron, KY 41048	205 Tarhe Trail, Upper Sandusky, OH 43351
765 County Road 437, Cullman, AL 35055	3040 Ohio Dr., Henderson, KY 42420	257 S. Main St. Suite 102, Wadsworth, OH 44281
3108 Hwy 20, Decatur, AL 35601	4665 Pembroke Rd., Hopkinsville, KY 42240	1200 N. River Road, Warren, OH 44483
1509 Hwy 43 South, Demopolis, AL 36732	114 Cemetery Rd, Lebanon, KY 40033	1270 State Route 22 SW Ste 6, Washington Court House, OH 43160
446 Ross Clark Circle, Dothan, AL 36303	216 Wilson Court, Nicholasville, KY 40356	1369 N. Shoop Ave, Wauseon, OH 43567
1152 Geneva Hwy, Enterprise, AL 36330	897 Nandino Blvd, Ste 4, Lexington, KY 40511	608 Davids Drive, Wilmington, OH 45177
119 Hunters Inlet Rd, Eufaula, AL 36027	1080 Salt River Rd, Leitchfield, KY 42755	1747 Akron Rd. Suite A, Wooster, OH 44691
4326 Helton Dr, Florence, AL 35630	973 Beasley St., Suite 120, Lexington, KY 40509	1296 Lavelle Dr, Xenia, OH 45385
3824 Gault Ave. N, Fort Payne, AL 35967	3272 Commerce Center Place, Louisville, KY 40211	1083 N. Meridian Road, Youngstown, OH 44509
6620 Hwy 43, Guin, AL 35563	1030 South 9th Street, Louisville, KY 40203	2560 E. Maysville Pike, Zanesville, OH 43701 420
2603 Hwy 31 SW, Hartselle, AL 35640	11223 Plantside Drive, Louisville, KY 40299	S. Mississippi Ave., Ada, OK 74820
111 Spacegate Drive, Huntsville, AL 35816	8008 National Turnpike, Louisville, KY 40214	1122 2nd Street, MAIP, Pryor, OK 74361 2428
13246 Hwy 78 East, Jasper, AL 35501	3600 Chamberlain Lane, Ste 214, Louisville, KY 40241	Autumn Run Suite C, Ardmore, OK 73401 4104
3368 Wall Triana Highway, Huntsville, AL 35824	4530 Bishop Lane, Louisville, KY 40218	SE Nowata Rd, Bartlesville, OK 74006 5130 N.
5775 Mobile Highway, Montgomery, AL 36105	110 Kings Dr., Mayfield, KY 42066	Highway 167, Catoosa, OK 74015 4201 S. 4th
3713 Lakeside Court, Mobile, AL 36693	2560 Nebo Rd., Madisonville, KY 42431	St, Chickasha, OK 73018
6235 Rangeline Road, Theodore, AL 36582	671 Sawmill Pike, Maysville, KY 41056	1503 North Lynn Riggs Blvd, Claremore, OK 74017
849 Lagoon Business, Montgomery, AL 36117	2008 E. Hwy 90 Bypass, Monticello, KY 42633	800 East North Street, Cushing, OK 74023
2300 East 2nd Street, Muscle Shoals, AL 35661	360 East Wilkinson Blvd, Morehead, KY 40351	702 W. Main St., Duncan, OK 73533
1825 Hillyer Robinson Ind. Pkwy, Anniston, AL 36207	511 Willin Way, Mt Sterling, KY 40353	2020 West Main, Durant, OK 74702
311 Miles Pkwy Ste 101, Pell City, AL 35125	1900 N 12th St Ste C, Murray, KY 42071	1301 S. Eastern, Elk City, OK 73644
2132 Pelham Parkway Ste A, Pelham, AL 35124	1627 Sweeney Street, Owensboro, KY 42303	1623C E US Highway 66, El Reno, OK 73036
1214 Hwy 59 South, Summerdale, AL 36580	847 N.H.C. Mathis Dr., Paducah, KY 42001	2906 North 4th Street, Enid, OK 73701
14285 Highway 43, Russellville, AL 35653	2218 Martin Luther King Blvd., Paris, KY 40361	932 North 4210 Road, Hugo, OK 74743
20990 John T. Reid Parkway, Scottsboro, AL 35769	1296 South Mayo Trail, Pikeville, KY 41501	2520 SW Lee Blvd., Lawton, OK 73506
209 Celeste Rd, Saraland, AL 36571	6013 Atwood Dr., Richmond, KY 40475	201 N. 1st Suite #103, Madill, OK 73446
1310 W. Highland Ave, Selma, AL 36701	106 Walker Ln., Russellville, KY 42276	700 E. Wyandotte, McAlester, OK 74501
906 McMeans Ave, Bay Minette, AL 36507	251 Alpine Drive, Shelbyville, KY 40065	2007 A North Main, Miami, OK 74354
621 Gene E Stewart Blvd, Sylacauga, AL 35151	128 Carter Ave, Louisville, KY 40229	4001 Tull Avenue, Muskogee, OK 74403
65400 Highway 77 North, Talladega, AL 35160	375 Browning Road, Somerset, KY 42501	2202 Tecumseh Drive, Norman, OK 73069
1266 Hwy 231 South, Troy, AL 36081	4733 Rockwell Road, Winchester, KY 40391	1209 SE 44th St #4, Oklahoma City, OK 73129
1120 35th Street Suite F, Tuscaloosa, AL 35401	832 Dallas Ave., Alexandria, LA 71302	44 NE 51st Street, Suite D, Oklahoma City, OK 73105
1205 North 10 St., Suite A, Arkadelphia, AR 71923	1020 Commercial Dr, Port Allen, LA 70767	9817-C West Reno, Oklahoma City, OK 73127
3000 Jennings Lane Suite F, Batesville, AR 72501	10296 S. Choctaw Dr., Baton Rouge, LA 70815	3110 South Meridian, Oklahoma City, OK 73119 521-
802 SW 12th Street, Suite 2, Bentonville, AR 72712	766 Chippewa Street, Baton Rouge, LA 70805	A East Memorial Rd., Oklahoma City, OK 73114 7001
4940 N. County Road 791, Blytheville, AR 72315	11931 Industripex Blvd. Suite 700, Baton Rouge, LA 70809	S. Sooner Rd., Oklahoma City, OK 73135 721 E. 23rd
1269 California Ave, SW, Camden, AR 71701	4911-B Shed Road, Bossier City, LA 71111	St, Okmulgee, OK 74447
504 S. Crawford Street, Clarksville, AR 72830	16265 East Main Street, Cut Off, LA 70345	1501 W. South Ave., Ponca City, OK 74601
650 Robins St., Conway, AR 72032	9460 Ashland Rd., Gonzales, LA 70737	7391 State Highway 66, Tulsa, OK 74131
100 Ashley Lane, El Dorado, AR 71730	2500 West Church St., Hammond, LA 70403	2169 S. Kerr Blvd., Sallisaw, OK 74955
796 S School Ave, Fayetteville, AR 72701	55 Coquille Dr., Belle Chasse, LA 70037	1610 N. Harrison, Shawnee, OK 74804
1001 South 25th Circle, Van Buren, AR 72956	1315 Grand Caillou, Houma, LA 70363	329 E Harned Ave., Stillwater, OK 74075
2907 McKinley Avenue, Fort Smith, AR 72908	178 Alliance Crt, Houma, LA 70360	1590 Echota Ave., Tahlequah, OK 74464
508 HWY 62-65 North, Harrison, AR 72601	202 S Cutting Ave, Jennings, LA 70546	11205 East Pine Street, Tulsa, OK 74116
141 Wilburn Road, Heber Springs, AR 72543	4205 Cameron St., Scott, LA 70506	1126 E Charles Page Blvd., Sand Springs, OK 74063
767 Mid America Blvd., Hot Springs, AR 71913	3407 Hwy 90E, Broussard, LA 70518	1211 South Peoria Ave., Tulsa, OK 74120
5911 East Highland, Jonesboro, AR 72401	1100 East McNeese St., Lake Charles, LA 70607	7726 N Owasso Expressway SteA, Owasso, OK 74055
9500 Highway 5 N, Alexander, AR 72002	1253 Entrance Road, Leesville, LA 71446	2424 West 41st Street, Suite B, Tulsa, OK 74107
10300 Riverview Corporate Drive, North Little Rock, AR 72113	68665 Highway 59, Mandeville, LA 70471	804 S. 11th Street, Broken Arrow, OK 74012
7520 Lindsey Road, Little Rock, AR 72206	448 Hwy 531, Minden, LA 71055	11330 E 60th Place, Tulsa, OK 74146
600 Hwy. 425 North, Monticello, AR 71655	205 North 18th St., Monroe, LA 71201	607 North Wilson, Vinita, OK 74301
319 Highway 201 North, Mountain Home, AR 72654	7838 Hwy 182E, Morgan City, LA 70380	1801 East Main, Weatherford, OK 73096
1794 South Highway 61, Osceola, AR 72370	506 Rapides Dr., Natchitoches, LA 71457	2626 Oklahoma Ave., Woodward, OK 73801
802 Country Club Rd., Paragould, AR 72450	207 Woodland Dr., Laplace, LA 70068	2475 Ferry St SW, Albany, OR 97322
7003 Sheridan Rd, Pine Bluff, AR 71602	7333 Airline Hwy, Metairie, LA 70003	3925 Abbey Ln Ste 400, Astoria, OR 97103
1400 Hudson Road, Rogers, AR 72756	4431 Euphrosine St. Suite B&C, New Orleans, LA 70125	1177 SE 9th Street, Bend, OR 97702
3943 East Main, Russellville, AR 72802	3317 Paris Road, Chalmette, LA 70043	62860 Boyd Acres Road Suite A, Bend, OR 97701
1208 South Benton Street, Searcy, AR 72143	1821 Commercial Drive, Suite W, Harvey, LA 70058	97986 Shopping Ctr Ave., Brookings, OR 97415
617 J.P. Wright Loop, Jacksonville, AR 72076	703 Highway 90 East Bldg. A, New Iberia, LA 70560	275 S. Beaver Creek Rd S-A102, Oregon City, OR 97045
1606 South Pointe, Siloam Springs, AR 72761	621 Distributors Row, Suite B, New Orleans, LA 70123	4810 Table Rock Road Ste. 102, Central Point, OR 97502
2324 E. Robinson Avenue, Springdale, AR 72764	1307 West Landry (Hwy 190W), Opelousas, LA 70570	1490 SW 3rd St., Corvallis, OR 97333
1919 South Park, Stuttgart, AR 72160	1708 E. Kentucky, Ruston, LA 71270	730 Conger Street, Suite 2, Eugene, OR 97402
479 Hwy 77, West Memphis, AR 72301	7270 West Bert Kouns, Shreveport, LA 71129	29751 Enid Road, Eugene, OR 97402
2570 Landon Dr Unit A & B, Bullhead City, AZ 86429	1610 N. Hearne, Shreveport, LA 71107	4115 24th Ave., Suite B, Forest Grove, OR 97116
2463 N. Walgreens St. Ste A, Flagstaff, AZ 86004	1070 Front St, Slidell, LA 70458	2710 NW Sherlock, Portland, OR 97210
1775 E University Dr. Suite 180, Phoenix, AZ 85034	3325 E. Napoleon St., Sulphur, LA 70663	1470 S.E. M St., Suite 1A, Grants Pass, OR 97526
75 W. Baseline Rd Suite 50, Gilbert, AZ 85233	1827 Old Natchitoches Street, West Monroe, LA 71292	80397 Hwy 395 North, Hermiston, OR 97838
21002 N. 19th Ave Suite 100, Phoenix, AZ 85027	215 Plain St. Unit#11, North Attleboro, MA 02760 1033	1800 NE 25th Ave. Suite 1, Hillsboro, OR 97124
500 N 56th Street, Suite 3 & 4, Chandler, AZ 85226	Mass Ave, Boston, MA 02118	1645 Tucker Road, Hood River, OR 97031
9802 N 91st Avenue Suite 106, Peoria, AZ 85345	165 Wood Road, Braintree, MA 02184	4100 Washburn Way, Klamath Falls, OR 97601
3048 N Cessna Ave Suite 11, Casa Grande, AZ 85122	793 West Center Street, West Bridgewater, MA 02379 509	11310 Island Ave, La Grande, OR 97850
9551 E. Lorna Lane, Suite N, Prescott Valley, AZ 86314	Thomas B. Landers Road, East Falmouth, MA 02536 565	6300 NE St. James Rd, Ste 105, Vancouver, WA 98663
4669 N Commerce Drive, Suite 4B, Sierra Vista, AZ 85635	Commerce Dr., Fall River, MA 02720	2175 S. Santiam Hwy, Lebanon, OR 97355
3455 S. Palo Verde Rd. # 143, Tucson, AZ 85713	100 Crawford Street, Suite 1, Leominster, MA 01453	3228 NE Rivergate Street, McMinnville, OR 97128
2714 Ave. 3E, Yuma, AZ 85365	198 Pleasant St., Ashland, MA 01721	4149 S. Pacific Hwy, Medford, OR 97501

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
15853 monte St. #C-108, Sylmar, CA 91342	9 Whistle Stop Way, Gloucester, MA 01930	2401 E. Hancock St, Ste C7, Newberg, OR 97132
120 Tower Road, Suite 5, American Canyon, CA 94503	155 Rosary Ln, Hyannis, MA 02601	121 N.E. Harney Street Ste. C, Newport, OR 97365
1201 E Ball Road Unit C&D, Anaheim, CA 92805	106 Marston St, Lawrence, MA 01840	1195 Newmark Ave Ste B, Coos Bay, OR 97420 267
201 Business Parkway, Atwater, CA 95301	37 Ayer Rd., Littleton, MA 01460	S.E. 3rd St., Ontario, OR 97914
3740 Grass Valley Highway, Suite 2, Auburn, CA 95602	101 Brick Kiln Rd Units 1&2, Chelmsford, MA 01824	2901 NW Front Avenue SuiteC, Portland, OR 97210
416 Workman Street, Bakersfield, CA 93307	380 Second St., Everett, MA 02149	12360 SE Hwy 212, Clackamas, OR 97015
4717-1 & 4725-1 District Blvd., Bakersfield, CA 93313	96 Conway Street, New Bedford, MA 02740	308 SE Taylor, Portland, OR 97214
3359 Pegasus Drive, Suite 201-203, Bakersfield, CA 93308	16 High Street, Plainville, MA 02762	10050 SW Arctic Dr., Beaverton, OR 97005
19424 Creek Road, Bakersfield, CA 93314	4 Mulliken Way, Newburyport, MA 01950 960	6650 N. Basin Ave., Portland, OR 97217
3452 Alken Street Suite A, Bakersfield, CA 93308	Turnpike Street Unit 12, Canton, MA 02021 5A	20190 SW 112th Avenue, Tualatin, OR 97062
1143 W. Lincoln Avenue, Units 11&12, Banning, CA 92220	Webster Street, Unit 1, Peabody, MA 01960	8501 N. Albina Ave., Portland, OR 97217
2220 A Street Unit102, Santa Maria, CA 93455	1430 East Street, Pittsfield, MA 01201	1930 NW Burnside Rd, Gresham, OR 97030
5466 Gateway Plaza Drive, Benicia, CA 94510	4 Natalie Way, Plymouth, MA 02360	12838-B NE Airport Way, Portland, OR 97230
1308 9th St, Berkeley, CA 94710	910 Boston Turnpike, Unit 3 & 4, Shrewsbury, MA 01545	1611 SW 1st. St. Unit B, Redmond, OR 97756
9000 Brentwood Blvd. Suite E, Brentwood, CA 94513	484 Worcester Street, Southbridge, MA 01550	239 Industrial Drive, Roseburg, OR 97470
1011 25th St, San Francisco, CA 94107	317 Meadow Street, Ste 1, Chicopee, MA 01013	1985 16th Street NE, Suite 170, Salem, OR 97301
210 Harrison Avenue, Campbell, CA 95008	190 Brookdale Road, Springfield, MA 01104	4660 Main St. Building C Suite 420, Springfield, OR 97478
2401 Rockefeller Dr. Ste D, Ceres, CA 95307	125 North Beacon Street, Brighton, MA 02135	210 Webber St., The Dalles, OR 97058
9555 Owensmouth Ave, Unit 9, Chatsworth, CA 91311	121 Summit Lock Road, Westfield, MA 01085	1091 NW Corporate Drive, Troutdale, OR 97060
607 Country Drive, Chico, CA 95928	26 Kenwood Street, Greenfield, MA 01301	25599 SW 95th Ave Ste F, Wilsonville, OR 97070
5171 Edison Avenue, Suite B, Chino, CA 91710	3 Boulder Park Way, North Oxford, MA 01537	2225 North Pacific Hwy Ste B, Woodburn, OR 97071
407 W. Robertson Blvd., Chowchilla, CA 93610	259 Brooks St., Worcester, MA 01606	431 South Route 100, Allentown, PA 18106
1120 Bay Blvd. Suite D, Chula Vista, CA 91911	1344 New Boston Road, Woburn, MA 01801	1885 Weaversville Road, Allentown, PA 18109
136 California Avenue, City Of Industry, CA 91744	3 Boulder Parkway, North Oxford, MA 01537	100 Hollidaysburg Plaza, Duncansville, PA 16635
1375 Franquette Ave Ste A, Concord, CA 94520	10225 Southard Drive, Beltsville, MD 20705	20804 State Route 19, Cranberry Township, PA 16066
2410 Wardlow Road Suite 111, Corona, CA 92880	1040 Hardees Drive Unit G, Aberdeen, MD 21001	2870 Audubon Village Drive, Audubon, PA 19403
301 W. Dyer Road, Unit E, Santa Ana, CA 92707	1816 Margaret Ave, Annapolis, MD 21401	9613 Lincoln Highway, Bedford, PA 15522
26470 Ruether Avenue, #110, Santa Clarita, CA 91350	8420 Gas House Pike Suite J, Frederick, MD 21701	1383 New Berwick Highway, Bloomsburg, PA 17815
400 Franklin, Oakland, CA 94607	5189 Raynor Ave, Linthicum, MD 21090	380 Crooked Lane Unit #1, King Of Prussia, PA 19406 10434
606 Pena Drive, Unit 900, Davis, CA 95618	1008 Russell St., Baltimore, MD 21230	US Highway 522 South Suite C, Lewistown, PA 17044 120
1427 S. Lexington St. Unit 12 Ste B, Delano, CA 93215	10004 Pulaski Hwy, Baltimore, MD 21220	Alameda Plaza, Butler, PA 16001
1660 N. Lincoln, Unit B, Dixon, CA 95620	7377 Washington Blvd, Elkridge, MD 21075	1787 West Trindle Road, Carlisle, PA 17013
501 B East Heil Ave., El Centro, CA 92243	715 East Ordhace Road, Baltimore, MD 21226	1115 Crottlestown Road, Chambersburg, PA 17202
9291 Bendel Place, Elk Grove, CA 95624	1008 Russell St (rear), Baltimore, MD 21230	888 Twilight Hollow Road, Charleroi, PA 15022
435 W. Bradley Ave Suite B, El Cajon, CA 92020 4669	1811 Portal Street Suite 200, Baltimore, MD 21224	2701 East Lincoln Highway, Coatesville, PA 19320
Golden Foothills Pkwy, El Dorado Hills, CA 95762 445	6501 A Pulaski Hwy, Baltimore, MD 21237	334 South Church Street, Hazleton, PA 18201
Ryan Drive Suite 106, San Marcos, CA 92078 333 Suite	807 Chesapeake Drive, Cambridge, MD 21613	44 Hoover Avenue, Du Bois, PA 15801
A Cedar St., Eureka, CA 95501	9090 Junction Drive, Suite 5, Annapolis Junction, MD 20701	2502 Dearborn Street, Easton, PA 18045
15754 Slover Ave, Unit A, Fontana, CA 92337	8625 Commerce Dr., Easton, MD 21601	255 Glen Drive, Manchester, PA 17345
2030 S Golden St Blvd Ste 201, Fowler, CA 93625	11201 Dolfield Blvd, suite 109, Owings Mills, MD 21117	340 N. Reading Rd, Ephrata, PA 17522
5816 East Shields Ave # 106, Fresno, CA 93727	349E Pulaski Highway, Elkton, MD 21921	4921 Pacific Avenue, Erie, PA 16506
3535 W. Gettysburg Ave., Fresno, CA 93722	200 Ritchie Road, Capitol Heights, MD 20743	1002 Corporate Lane, Export, PA 15632
1837 Academy Avenue, Sanger, CA 93657	5115 Pegasus Ct. Suites K-L, Frederick, MD 21704	1548 Delmar Dr Bay C, Folcroft, PA 19032
5748 East Shieldsd Avenue, Fresno, CA 93727	16820 Oakmont Avenue, Gaithersburg, MD 20877	1875 York Road, Gettysburg, PA 17325
45333 Fremont Blvd, Unit 6, Fremont, CA 94538	1120 Business Center Dr., Hagerstown, MD 21741	335 Nova Dr., Greencastle, PA 17225
3204 East Garrett, Fresno, CA 93706	44040 Airport View Dr. Ste E, Hollywood, MD 20636	1638 Roseytown Road Unit 1, Greensburg, PA 15601
7052 Orangewood Ave, Garden Grove, CA 92841	5400 Tuxedo Rd (Suite A), Hyattsville, MD 20781	1123 Lee Ave Extension, Farrell, PA 16121
5985 Obata Way Unit B, Gilroy, CA 95020	4230 Forbes Blvd Suite F, Lanham, MD 20706	1015 Eisenhower Blvd, Harrisburg, PA 17111
13006 Saticon St., North Hollywood, CA 91605	5212 Sunnyside Ave, Beltsville, MD 20705	100 Kindig Lane, Unit 2, Hanover, PA 17331
5765 Thornwood Drive, Goleta, CA 93117	147B Service Center Dr., Oakland, MD 21550	7561-A Derry St., Harrisburg, PA 17111
12285 Loma Rica Drive, Grass Valley, CA 95945	11201 Dolfield Blvd, Suite 109, Owings Mills, MD 21117	2350 Route 119, Homer City, PA 15748
947 E Lacey Blvd, Hanford, CA 93232	1147 Ocean Hwy Unit 5, Pocomoke City, MD 21851	1506 East Lackawana Ave, Olyphant, PA 18447
3777 Depot Rd Suite 417, Hayward, CA 94545	2227 Northwood Drive, Salisbury, MD 21801	209 Broad Street, Johnstown, PA 15906
1785 San Felipe Road Unit A, Hollister, CA 95023	9490 Deereco Road, Timonium, MD 21093	1771 Columbia Avenue, Lancaster, PA 17603
320 N Eucalyptus Ave. Ste. A, Inglewood, CA 90302	3472 Rockefeller Ct., Waldorf, MD 20602	1210 Branagan Drive, Tullytown, PA 19007
12275 Martell Road, Suite 9, Jackson, CA 95642	1050 W. Industrial Blvd., Cumberland, MD 21502	135 Independence Court, Suite 101, Lancaster, PA 17601
10247 Bellegrave Avenue #108, Jurupa Valley, CA 91752	125 Airport Dr Suite 16, Westminster, MD 21157	23 East Lehman Street, Lebanon, PA 17046 104
43145 Business Center Pkwy, Lancaster, CA 93535	747 Minot Avenue, Auburn, ME 04210	East Penn St. & RT 443, Lehighton, PA 18235 219
925 19th Ave, Lemoore, CA 93245	19 White Pine Rd, Hermon, ME 04401	S 10th St, Lemoyne, PA 17043
5542 Brisa Street, Suite B, Livermore, CA 94550	10-A Arctic Circle, Biddeford, ME 04005	57 Doe Run Road, Manheim, PA 17545
5380 E. Washington Blvd, Commerce, CA 90040	41 Greenwood Rd. Unit B & C, Brunswick, ME 04011	One Outlet Lane Suite 300, Lock Haven, PA 17745
17101 S. Central Ave, Unit J, Carson, CA 90746	1084 Augusta Rd, Winslow, ME 04901	918 Industrial Blvd., Loyalhanna, PA 15661 1350
16031 Arrow Highway, Suite C&D, Irwindale, CA 91706	19 Boggy Brook Road, Ellsworth, ME 04605	College Avenue, Elmira, NY 14901
9905 Painter Avenue, Suites L&M, Whittier, CA 90605	56 Western Ave, Suite 4, Augusta, ME 04330	4700 Westport Dr, Ste 1700, Mechanicsburg, PA 17055
30 G St Suite E, Los Banos, CA 93635	1219 Lisbon St, Lewiston, ME 04240	203 South Market Street, Millersburg, PA 17061
310 N. Cluff Ave Suite D, Lodi, CA 95240	38 Diamond Street, Portland, ME 04101	2525 Old Route 15, New Columbia, PA 17856
401 North E Street, Lompoc, CA 93436	68 Industrial Street, Presque Isle, ME 04769	704 Seco Road, Monroeville, PA 15146
4420 Broad St. Bldg. A, San Luis Obispo, CA 93401	174 Airport Rd, Sanford, ME 04073	154 Earland Drive, New Holland, PA 17557
675 S. Pine Ste. 101, Madera, CA 93637	125 John Roberts Road Unit 6, South Portland, ME 04106	2901 New Butler Rd., New Castle, PA 16101
17981 Ideal Pkwy Unit D, Manteca, CA 95336	151 New County Road, Thomaston, ME 04861	302 Greensburg Road, Lower Burrell, PA 15068
116 Heron Way, Suite #A, Merced, CA 95341	825 E. Beecher St., Adrian, MI 49221	631 Allegheny Blvd., Franklin, PA 16323
23854 Via Fabricante Ste F-4, Mission Viejo, CA 92691	3540 US 23 N, Alpena, MI 49707	1390 Adams Road Unit B, Bensalem, PA 19020
4025 Finch Road, Modesto, CA 95357	3720 Wilder Rd. Suite D, Bay City, MI 48706	3251 Cedar Street, Philadelphia, PA 19134
1295 N. Emerald Ave., Modesto, CA 95351	1148 N. VanDyke Suite A, Bad Axe, MI 48413	235 Hope Street, Carnegie, PA 15106
355 Woodview Avenue, Suite 400, Morgan Hill, CA 95037	237 North 30th Street, Springfield, MI 49037	366 Easton Rd., Warrington, PA 18976
2481 Second Street, Napa, CA 94558	2460 M-139, Suite A, Benton Harbor, MI 49022	608-610-612 Foreland Street, Pittsburgh, PA 15212
509 Armstrong Way, Suite E, Oakdale, CA 95361	1417 N. State St., Big Rapids, MI 49307	910 4th Avenue, Coraopolis, PA 15108
6603 San Leandro St., Oakland, CA 94621	7041 Grand River Unit 400, Brighton, MI 48116	105 North Duquesne Blvd, Duquesne, PA 15110
1351 S. Grove Avenue Ste 103 & 104, Ontario, CA 91761	7547 Boon Rd, Cadillac, MI 49601	335 W. High St., Pottstown, PA 19464
1275 Feather River Blvd, Oroville, CA 95965	37820 Ford Rd., Westland, MI 48185	2083 Quaker Pointe Drive, Quakertown, PA 18951
2380 Eastman Ave. Suite 114, Oxnard, CA 93030	24300 Sherwood, Centerline, MI 48015	103 Lancaster Ave, Reading, PA 19611
1931 Old Middlefield Way Suite 209, Mountain View, CA 94043	6585 M-66 North, Charlevoix, MI 49720	130 Corporate Dr., Reading, PA 19605
78-078 Country Club Drive, Bermuda Dunes, CA 92203	734 S. Main Street, Cheboygan, MI 49721	24375 Route 6, Towanda, PA 18848
1140 Ramada Drive Ste B, Paso Robles, CA 93446	48335 Gratiot Ave, Chesterfield, MI 48051	9 Industrial Park Rd., Frackville, PA 17931
501 South Second Street, Patterson, CA 95363	, Shelby Township, MI 48315	45 Universal Road, Selinsgrove, PA 17870
1340 Commerce St. Ste A B C, Petaluma, CA 94954	50 Cecil Drive, Coldwater, MI 49036	1534 North Center Ave Suite 170, Somerset, PA 15501
2201 10th St. Suite F, Antioch, CA 94509	31211 Stephenson Highway, Madison Heights, MI 48071	654 Street Road, Bensalem, PA 19020
6355 Scarlett Court, Unit 16, Dublin, CA 94568	4080 Varsity Drive, Ann Arbor, MI 48108	2607 E. College Ave, State College, PA 16801
1317 Furneaux Road, Olivehurst, CA 95961	28777 Goddard, Ste 205, Romulus, MI 48174	764 Washington St. Suite A, Saint Marys, PA 15857
917 W. North Grand Ave, Porterville, CA 93257	31815 West 8 Mile Road, Livonia, MI 48152	1523 North 9th Street Suite 103, Stroudsburg, PA 18360

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
14055 Kirkham Way Ste 101&102, Poway, CA 92064	50160 Pontiac Trail Unit #3, Wixom, MI 48393	711 Davis St., Scranton, PA 18505
8747 Vineyard Avenue, Suite 150, Rancho Cucamonga, CA 91730	13097 Huron Street, Taylor, MI 48180	3443 Bethlehem Pike, Suite 4, Souderton, PA 18964
3251 Luyung Dr., Rancho Cordova, CA 95742	1203 Industrial Drive, Saline, MI 48176 1855	1196 Connellsville Street, Lemont Furnace, PA 15456
4950 Mountain Lakes Blvd. Suite A, Redding, CA 96003	Northfield Dr., Rochester Hills, MI 48309 1016	3618 Brodhead Road, Monaca, PA 15061
1011 A Vista Way, Red Bluff, CA 96080	N. 30th St., Escanaba, MI 49829 5366 Hill 23	935 Henderson Avenue, Washington, PA 15301
8905 Airport Road Suite 1, Redding, CA 96002	Drive, Flint, MI 48507	429 South Bolmar Street, West Chester, PA 19382
1755 8th St., Reedley, CA 93654	1150 S. Otsego Ave, Gaylord, MI 49735	520 N. York Road, Willow Grove, PA 19090
21801 Cactus Avenue, Suites E & F, Riverside, CA 92518	2204-C Turner Ave., Walker, MI 49544	125 North Wilkes Barre Blvd., Wilkes Barre, PA 18702
1285 N. Firtzgerald Ave A&B, Rialto, CA 92376	4425 44th St. SE, Kentwood, MI 49512	1308 Commerce Park Drive, Williamsport, PA 17701
443 W Inyokern Rd Ste B, Ridgecrest, CA 93555	916 Chicago Dr, Jenison, MI 49428	2300 East Market Street, York, PA 17402
3383 Durahart Street, Riverside, CA 92507	12201 Northland Drive, Cedar Springs, MI 49319	75 Acco Drive, Building A, York, PA 17402
4011 Alvis Court , Unit #2, Rocklin, CA 95677	1051 Jackson St., Grand Haven, MI 49417	1218 Santana Carr#2 Km 68.8, Arecibo, PR 00612
3715 Santa Rosa Ave Unit A-1, Santa Rosa, CA 95407	403 44th St. SW, Wyoming, MI 49548	State Rd #1 Km 27.4, Caguas, PR 00726
10560 Industrial Avenue #100, Roseville, CA 95678 204	1932 South M37, Hastings, MI 49058	Carretera #3 KM. 140.5, Guayama, PR 00784
Michelle Ct., South San Francisco, CA 94080 1240	4265 Lincoln Ste 300, Holland, MI 49423	Centro de Distribucion Lote A-1, Carolina, PR 00979
Pacific Street, Union City, CA 94587	510 W. Gordon Street, Zeeland, MI 49464	#19 Ave. Hiram Cabassa Suite 103, Mayaguez, PR 00682
2701 Land Avenue, Sacramento, CA 95815	2209 East High Street, Jackson, MI 49203	1678LosCaobosIndPark Ste2, Ponce, PR 00716
2045 Preisker Lane, Units D E & F, Santa Maria, CA 93454	541 Industrial Pkwy, Jonesville, MI 49250	KM 35.5 Rd #2, Vega Baja, PR 00694
820 Piner Road, Santa Rosa, CA 95403	3620 Miller Road, Kalamazoo, MI 49001	10 Almeida Ave., East Providence, RI 02914
730 Las Juntas Street, Martinez, CA 94553	660 South Carpenter, Kingsford, MI 49802	2158 Plainfield Pike, Unit 5 & 6, Cranston, RI 02921
1438 Rollins Road, Burlingame, CA 94010	4212 S. Croyts Rd., Lansing, MI 48917	83 Vermont Ave., Unit 7, Warwick, RI 02888
1200 Harbour Way South Suite 102, Richmond, CA 94804	1115 South Pennsylvania Ave., Lansing, MI 48912	840 Cumberland Hill Rd Unit105, Woonsocket, RI 02895
5001 Florin Perkins Road, Sacramento, CA 95826	1444 Imlay City Road, Lapeer, MI 48446	1450 Columbia Hwy North, Aiken, SC 29801
510 Parrott St. Unit 3, San Jose, CA 95112	4905 West U.S. 10, Ludington, MI 49431	12522 Main Street, Williston, SC 29853
1193 W. Morena Blvd., San Diego, CA 92110	356 US-41 West, Negaunee, MI 49866	403 McGee Road, Anderson, SC 29625
5005 Raley Blvd. Unit H, Sacramento, CA 95838	84 Division St., Manistee, MI 49660	6983 North Okatie Highway Suite F, Ridgeland, SC 29936
3280 Edward Ave Ste E, Santa Clara, CA 95054	403 E. Sharon Avenue, Houghton, MI 49931	1034 Hwy 1 South, Lugoff, SC 29078
8185 Belvedere Ave, Suite F, Sacramento, CA 95826	552 N Cedar Street, Mason, MI 48854	412 E. 5th North St., Summerville, SC 29483
3466 Brickway Blvd, Santa Rosa, CA 95403	1708 Bay City Road, Midland, MI 48640	620-A Industrial Way, Chester, SC 29706
1645 Old County Road, San Carlos, CA 94070	500 Detroit Avenue, Monroe, MI 48162	3870 Leeds Ave. Suite 102, North Charleston, SC 29405
328 E. Commercial Road Unit 112, San Bernardino, CA 92408	3715 S. Isabella Rd., Mt Pleasant, MI 48858	550 Clemson Road, Columbia, SC 29229
20 N. East Street, Ste. 102, Woodland, CA 95776	1537 S. Getty, Muskegon, MI 49442	1601 Shop Road Suite J, Columbia, SC 29201
9030 Carroll Way Suite 9, San Diego, CA 92121	1470 N M-52, Owosso, MI 48867	2010 North Main Street, Conway, SC 29526
1510 Old Oakland Road, Ste 100, San Jose, CA 95112	3777 Lapeer Rd. Unit a, Port Huron, MI 48060	408 Hyde Pk Rd/Hwy, Darlington, SC 29532
1367 Dayton St. Unit A, Salinas, CA 93901	101 Peyerkt Ct, Romeo, MI 48065	404 Ross Ave, Easley, SC 29640
1128 Western St Unit # 5 & 7, Fairfield, CA 94533	3542 I-75 Business Spur, Sault S Marie, MI 49783	1352 JAMES JONES AVE, Florence, SC 29505
2980 Kerner Blvd, San Rafael, CA 94901	1825 Dewey Lane, South Haven, MI 49090	2021 N Cashua Drive, Florence, SC 29501
124 River Street, Santa Cruz, CA 95060	37070 Van Dyke Avenue, Sterling Heights, MI 48312	1514 Old Georgia Hwy Ste B, Gaffney, SC 29341
1309 Simpson Way, Suite A, Escondido, CA 92029	1161 West West Street, Sturgis, MI 49091	2854 Wade Hampton Blvd, Ste A, Taylors, SC 29687
7868 Raytheon Rd., San Diego, CA 92111	207 E. Lake Street, Tawas City, MI 48763	7108 Augusta Rd Ste A, Piedmont, SC 29673
1526 Del Monte Blvd., Seaside, CA 93955	1200 William R. Monroe Blvd., Three Rivers, MI 49093	2511 HWY 72-221, Greenwood, SC 29649
3430 E. Airport Way, Long Beach, CA 90806	1424 Trade Center Dr., Traverse City, MI 49696 1537 S.	151 Homer Circle, Greer, SC 29651
21 W. Easy Street, Unit 105, Simi Valley, CA 93065	Getty, Muskegon, MI 49442	1770 Hwy 521 By-Pass South, Lancaster, SC 29720
920 Front Street, Soledad, CA 93960	225 Washington Street, Arcadia, WI 54612	22452 HWY 76 East, Laurens, SC 29360
14987 Camage Avenue, Sonora, CA 95370	5350 Hwy 61 Suite #4, White Bear Lake, MN 55110	3914 Platt Springs Road, West Columbia, SC 29170
1048 West Fremont St. Ste A, Stockton, CA 95203	1103 Sykes Street, Albert Lea, MN 56007	617 Main Street Ext, Moncks Corner, SC 29461
3663 Arch Rd. Suite 200, Stockton, CA 95215 4063	2710 State Highway 29 South, Alexandria, MN 56308	469 Longpoint Road, Mt Pleasant, SC 29464
Calloway Court, Stockton, CA 95215	702 17th Ave NW, Austin, MN 55912	309 Reservior Street, Georgetown, SC 29440
2910 Riverside Dr. Ste 105, Susanville, CA 96130	13259 Dogwood Drive, Baxter, MN 56425	658 Wilson Road, Newberry, SC 29108
1445 Kern Street, Taft, CA 93268	2400 Cram Ave SE, Bemidji, MN 56601	7178 Cross County Rd Ste#101, North Charleston, SC 29418
1170 East Tehachapi Blvd. Suite B, Tehachapi, CA 93561	107 6th Street N.E. Bay1-4, Buffalo, MN 55313	1849 Joe S. Jeffords Hwy, Orangeburg, SC 29115
26540 Jefferson Ave. Suite C, Murrieta, CA 92562	701 Garfield Street South, Cambridge, MN 55008	641 Celriver Road, Rock Hill, SC 29730
222 W Larch Road, STE #A, Tracy, CA 95304	723 1st Street SE, Richmond, MN 56368	10871 Clemson Blvd, Seneca, SC 29678
1472 S. Blackstone, Tulare, CA 93274	422 W Hwy 10, Detroit Lakes, MN 56501	1021 Old Stage Rd Ste B, Simpsonville, SC 29681
2350 North Walnut Road, Turlock, CA 95381	1201 Center Ave West, Dilworth, MN 56529	1865 E Main St, Duncan, SC 29334
860 South State Street Suite A, Ukiah, CA 95482	3824 West Superior St., Duluth, MN 55807	650 Buffington Road, Spartanburg, SC 29303
37420 Cedar Blvd. Ste E, Newark, CA 94560	200 Schilling Drive Suite 300, Dundas, MN 55019 11044	800 East Liberty Street, Sumter, SC 29153
821 Eubanks Dr. Suite B, Vacaville, CA 95688	Industrial Circle NW Ste # P, Elk River, MN 55330 1101	441 N. Duncan Bypass, Union, SC 29379
25133 Ave Tibbitts Unit A, Valencia, CA 91355	Division Street West, Faribault, MN 55021 924 East 10th	1002 North Jefferies Highway, Walterboro, SC 29488
7456 Valjean Avenue, Van Nuys, CA 91406	Street, Fairmont, MN 56031	100 Inman Cross Road, York, SC 29745
903 E Douglas Ave Suite A, Visalia, CA 93292	833 North Tower Road, Fergus Falls, MN 56537	6 Nth Dakota Street Suite 100, Aberdeen, SD 57401
18499 Phantom West, Ste 6, Victorville, CA 92394	1210 3rd Avenue NE, Glenwood, MN 56334	100 E. Annabelle, Brandon, SD 57005
9600 W. Grove Ave, Visalia, CA 93291	1340 East Hwy 169, Grand Rapids, MN 55744	1321 Main Avenue South, Brookings, SD 57006
1334 N. Melrose Dr. Suite A & B, Vista, CA 92083	1321 Andover Blvd NE, Suite 110, Ham Lake, MN 55304	355 Market St. W, Huron, SD 57350
542 Walker St., Watsonville, CA 95076	671 East 31st St. Ste B, Hastings, MN 55033	433 SE 12th St. Suite 102, Madison, SD 57042 950
501 Harbor Blvd Unit A, West Sacramento, CA 95691	1401 East 37th Street, Hibbing, MN 55746	Commerce Street, Suite 103, Mitchell, SD 57301 2315
534 West 7th Street, Williams, CA 95987	945 Fifth Avenue S.E. Unit 5, Hutchinson, MN 55350	E. Dakota Ave., Pierre, SD 57501
1256 Garden Highway Ste A, Yuba City, CA 95993	21483 Grenada Ave. Suite 140, Lakeville, MN 55044	3640 Campbell Street Suite D, Rapid City, SD 57701
344 Santa Fe Ave., Alamosa, CO 81101	206 LeMieur St., Little Falls, MN 56345	1550 Samco Road, Rapid City, SD 57702
303 Sawyer Road, Durango, CO 81301	303 South Gorman Ave Ste 100, Litchfield, MN 55355	27091 Katie Road, Tea, SD 57064
1218 Commerce Ct Unit A, Lafayette, CO 80026 510	150 Pauley Way, Mankato, MN 56001	1210 E Benson, Sioux Falls, SD 57104
Compton Street, Suite 102, Broomfield, CO 80020 707	702 Erie Road, Marshall, MN 56258	4311 E. Colorado Blvd, Suite 1, Spearfish, SD 57783
S 8th Street, Canon City, CO 81212	812 N 16th St, Montevideo, MN 56265	1123 9th Ave SW, Watertown, SD 57201
1491 Tuskegee Place Suite F, Colorado Springs, CO 80915	4059 Chelsea Road West, Monticello, MN 55362	1101 Broadway Ave Suite 117, Yankton, SD 57078
4127 Sinton Road, Colorado Springs, CO 80907	723 Iowa Ave, Morris, MN 56267	5210 Hwy 64 East, Selmer, TN 38375
5180 Smith Road, Unit C&D, Denver, CO 80216	1600 Westridge Rd., New Ulm, MN 56073	602 N. Congress Parkway, Athens, TN 37303
12061 Pennsylvania Street, Thornton, CO 80241	5595 Memorial Avenue, Oak Park Heights, MN 55082	110 Bank Drive, Brownsville, TN 38012
7065 S Fulton St. Ste 150, Centennial, CO 80112	1065 26th Place NW, Owatonna, MN 55060	2818 East 48th Street, Suite 114, Chattanooga, TN 37407
10500 Havana Court, UnitB, Brighton, CO 80601	2530 Xenium Ln N Suite 100, Plymouth, MN 55441	3740 Powers Court Suite 200, Chattanooga, TN 37416 190
6060A West 55th Ave, Arvada, CO 80002	403 Farmer St. NW, Preston, MN 55965	West Dunbar Cave Rd., Clarksville, TN 37040
5641 Washington St, Denver, CO 80216	1587 Hay Creek Valley Road, Red Wing, MN 55066	919 Keith Street, Cleveland, TN 37311
3809 Norwood dr Unit 6 & 7, Littleton, CO 80125	1303 E Bridge St Unit 50, Redwood Falls, MN 56283	102 E Centre Stage Bus Park, Clinton, TN 37716
3225 Prairie Ave, Boulder, CO 80301	1680 Industrial Drive NW, Rochester, MN 55901	1308 East Spring Street, Cookeville, TN 38501
2300 W. 2nd Ave Unit B, Denver, CO 80223	930 Pennington Ave., Thief River Falls, MN 56701	310 East James Cambell, Columbia, TN 38401
3155 N Chambers Rd Unit H, Aurora, CO 80011	1225 Timberlane Dr. Unit #2, Sauk Centre, MN 56378	131 Industrial Rd N, Covington, TN 38019
12001 East 33rd Ave, Aurora, CO 80010	1011 Benton Drive South, Sauk Rapids, MN 56379	372 Woodlawn Rd, Crossville, TN 38555
19873 US Highway 34, Fort Morgan, CO 80701	6268 HWY 101, Shakopee, MN 55379	1289 Manufacturers Rd, Dayton, TN 37321
2415 East Mulberry St Ste #3, Fort Collins, CO 80524	2214 County Hwy 10, Mounds View, MN 55112 640	1 Reserve Road, Dickson, TN 37055
510 Denver Ave, Fort Lupton, CO 80621	54th Avenue, North Ste B, Saint Cloud, MN 56303 106	116 Regina Street, Martin, TN 38237
701 Pine Ridge Rd., Unit 1, Golden, CO 80403	Grace St., Saint Peter, MN 56082	1601 Forrest Street, Dyersburg, TN 38024

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
2765 Riverside Parkway Unit A, Grand Junction, CO 81501	8600 Excelsior Blvd., Hopkins, MN 55343	150 Judge Don Lewis Blvd, Elizabethton, TN 37643
1104 42nd St., Evans, CO 80620	7801 Park Drive Suite D, Chanhassen, MN 55317	1404 Huntsville Highway, Fayetteville, TN 37334 96B
30636 E. Hwy 50, La Junta, CO 81050	3600 Labore Rd. Ste3&4, Vadnais Heights, MN 55110	Beasley Drive, Franklin, TN 37064
13750 Deere Ct, Longmont, CO 80504	12150 12th Avenue South, Burnsville, MN 55337	574 South Water Ave., Gallatin, TN 37066
104 East 15th Street, Loveland, CO 80538	7521 Washington Ave. S., Edina, MN 55439	130 JMZ Drive, Gordonsville, TN 38563
2430 N. Townsend Ave, Montrose, CO 81401	1467 Lake Street South Suite 100, Forest Lake, MN 55025	100 Wren Street, Greeneville, TN 37743
1275 Gary Ave, Pueblo, CO 81001	4111 Mackenzie Ct. NE Ste 400, Saint Michael, MN 55376	1951 Dr. F. E. Wright Dr., Jackson, TN 38301
3000 Granada, Pueblo, CO 81005	1920 Oakcrest Ave Suite 8, Roseville, MN 55113	2541B Jacksboro Pike, Jacksboro, TN 37757
695 Buckhorn Dr., Rifle, CO 81650	650 Olive Street, Saint Paul, MN 55130	2920 East Oakland Avenue, Johnson City, TN 37601
944 E. Rainbow Blvd, Salida, CO 81201	1200 American Blvd. East, Bloomington, MN 55425	900 Wilcox Ct., Kingsport, TN 37660
591 Adams Ave Unit A, Silverthorne, CO 80498	6937 Hwy 10 Suite 180, Ramsey, MN 55303	2724 John Deere Drive Suite 205, Knoxville, TN 37917
1111 W. Victory Way Unit#121, Craig, CO 81625	2550 Kasota Ave. Suite A, Saint Paul, MN 55108 8307	3545 Papermill Road, Knoxville, TN 37909
225 W Main St, Sterling, CO 80751	Brooklyn Bouldevard, Brooklyn Park, MN 55445 1313	163 Business Park Drive Suite 12, Lebanon, TN 37087
15 East 8th Ave, Yuma, CO 80759	Fairgrounds Road, Two Harbors, MN 55616 8367	70 A North Main, Lexington, TN 38351
81-A Old Windsor Road, Bloomfield, CT 06002	North Enterprise Drive, Virginia, MN 55792 225	155A Natalie Blvd, Loudon, TN 37774
25 Business Park Dr. Suite A, Branford, CT 06405	Industrial Blvd, Waconia, MN 55387	433 Myatt Dr, Madison, TN 37115
597 Middle St., Bristol, CT 06010	115 1st St. SE, Wadena, MN 56482	411 Home Ave., Maryville, TN 37801
13-15 Old Sherman TPKE, Danbury, CT 06810	140 SE 25th Street, Willmar, MN 56201	4127 Manchester Hwy, McMinnville, TN 37110
210-A Robert Street, East Hartford, CT 06108	1275 Riverview Dr., Winona, MN 55987	6412 Summer Ave. Suite 102, Bartlett, TN 38134
170 Research Parkway, Meriden, CT 06450	250 Industrial Lane, Worthington, MN 56187	976 Brooks Road, Memphis, TN 38116
199 Shunpike Rd, Cromwell, CT 06416	1207 NW Pamela Blvd., Grain Valley, MO 64029	310 Moore Lane, Suite 101, Collierville, TN 38017
#230 Woodmont Road Unit 1-3, Milford, CT 06460	2237 Fairlawn Drive, Carthage, MO 64836	4668 Damascus Rd., Memphis, TN 38118
356 Sackett Point Road, North Haven, CT 06473	5703 Osage Beach Parkway, Osage Beach, MO 65065	2025 W. Van Hook, Milan, TN 38358
2231 Berlin Turnpike, Newington, CT 06111	2561 Bloomfield Rd, Cape Girardeau, MO 63701	5466 Hwy 51 North, Memphis, TN 38127
264 Route 32, North Franklin, CT 06254	810 S. Washington, Chillicothe, MO 64601	1115 W. Morris Blvd, Morristown, TN 37813
164 Providence Pike, Putnam, CT 06260	1460 East DZF Road, Clinton, MO 64735	1056 Seals Way Unit G H I, Murfreesboro, TN 37129
555 Lordship Blvd, Stratford, CT 06615	1919 Paris Road, Columbia, MO 65202	500 Waldron Rd. Ste 800, Lavergne, TN 37086
330 Fairfield Avenue, Stamford, CT 06902	424 N. Washington St., Farmington, MO 63640	7004 Westbelt Dr, Nashville, TN 37209
1344 Meriden Road, Waterbury, CT 06705	1307 Business 54 South, Fulton, MO 65251	470 Metroplex Drive, Suite 201, Nashville, TN 37211
285 Murphy Rd, Hartford, CT 06110	4200 Main Street, Grandview, MO 64030	820 Fesslers Lane, Nashville, TN 37210
130 Hickman Rd. Suite #5, Claymont, DE 19703	2069 Industrial Valley Park Dr., Hannibal, MO 63401	1444 N. Broad Street Suite B, Tazewell, TN 37879
1070A S. Little Creek Rd., Dover, DE 19901	70 Francois Drive, Suite 70, Herculaneum, MO 63048	228 Midway Lane, Oak Ridge, TN 37830
205 Mullet Run Street, Milford, DE 19963	123 B Industrial Park Drive, Hollister, MO 65672	18025 Alberta St., Oneida, TN 37841
92 Quigley Blvd., New Castle, DE 19720	2117 Industrial Blvd., Jefferson City, MO 65109	1055 Mineral Wells Suite 13, Paris, TN 38242
625 Dawson Drive, Newark, DE 19713	3857 East 20th, Joplin, MO 64801	200 Kirby Drive, Portland, TN 37148
15 Germay Drive, Wilmington, DE 19804	3558 Red Iron Drive, Joplin, MO 64801	1672 West College Street, Pulaski, TN 38478
9308 Sussex Corporate Center Dr, Seaford, DE 19973	1224 Swift Ave., North Kansas City, MO 64116	2006 Highway 72 East, Corinth, MS 38834
910 Magnolia Avenue, Auburndale, FL 33823	1201 SE Century Drive, Lees Summit, MO 64081	1012 Old Knoxville Hwy Ste 1, Sevierville, TN 37862
5940 SE Hames Rd, Belleview, FL 34420	4710 NW Gateway, Riverside, MO 64150	150 Jacob Lane, Sparta, TN 38583
3300 S Congress Ave Unit 21, Boynton Beach, FL 33426	2401 Southwest Blvd., Kansas City, MO 64108	1015 Bradley Dr. Ste. 10, Springfield, TN 37172
816 Manatee Ave East, Unit 12 & 13, Bradenton, FL 34208	2105 Kara Ct, Liberty, MO 64068	205 Industrial Boulevard, Tullahoma, TN 37388
16252 Springhill Drive, Brooksville, FL 34604	301 Plaza Drive, Harrisonville, MO 64701	1266 Hwy 411, Suite 12, Vonore, TN 37885
954 NE Pine Island Rd, Unit A/B, Cape Coral, FL 33909	10328 NW Prairie View Road, Kansas City, MO 64153	1010 Broadway Ave., New Johnsonville, TN 37134
2111 Sunnysdale Blvd unit A, Clearwater, FL 33765	10529 E. 40 Hwy, Independence, MO 64055	709 Industrial Blvd, Marble Falls, TX 78654
4730 110th Ave, Clearwater, FL 33762	2704 N. Baltimore Street, Kirksville, MO 63501	1501 South Hwy 108, Stephenville, TX 76401
917 Three Sisters Spring Trail, Crystal River, FL 34429	1790 West Elm, Lebanon, MO 65536	1300 North Interstate 35 E, Carrollton, TX 75006
2450 E. International Speedway Blvd, Deland, FL 32724	701 S. Missouri Ave Ste B, Macon, MO 63552	1773 Industrial Blvd., Abilene, TX 79602
707 W Park Avenue, Edgewater, FL 32132	325 Larry Lane, Maryville, MO 64468	620 Henrietta Creek Road, Suite 100, Roanoke, TX 76262
7909 Congress St., Port Richey, FL 34668	1390 W. Arrow St., Marshall, MO 65340	8 Prestige Circle, Suite # 110, Allen, TX 75002
96076 Chester Road, Yulee, FL 32097	721 W. Jackson, Mexico, MO 65265	2000 SW 3rd Avenue, Amarillo, TX 79106
215 SW 28th Street, Ft Lauderdale, FL 33315	2405 E. Malone, Suite 1, Miner, MO 63801	4470 Canyon Drive, Amarillo, TX 79109
7600 Alico rd. Units 7-9, Fort Myers, FL 33912	1003 W Highway 24, Moberly, MO 65270	924 Gemini Street, Houston, TX 77058
1700 Banks Road, Suite 2A, Margate, FL 33063	775 J Chapel Drive, Monett, MO 65708	511 N Watson Rd., Arlington, TX 76011
4350 Oakes Rd. Suites 508 & 509, Davie, FL 33314	1212 Industrial Park Drive, Mt. Vernon, MO 65712	6006 Ben White Blvd. St. 100, Austin, TX 78741
6320 Metro Plantation, Fort Myers, FL 33966	12413 East Hwy 86, Neosho, MO 64850	2120 W Braker Ln Ste F, Austin, TX 78758
7355 Commercial Circle, Fort Pierce, FL 34951	1120 E. Walnut, Nevada, MO 64772	2828 N. Main St., Baytown, TX 77520
295 Lewis Street, Fort Walton Beach, FL 32547	380 Hwy CC, B102, Nixa, MO 65714	1214 Ave F, Bay City, TX 77414
203 SW 16th Avenue, Gainesville, FL 32601	603 Hwy 28 East, Owensville, MO 65066	4665 Fannett, Beaumont, TX 77705
1315 NW 53rd Avenue, Gainesville, FL 32609	3640 Highway 67 N, Poplar Bluff, MO 63901	1525 HWY 181 Frontage N., Beeville, TX 78102
502 N Orange Ave, Green Cove Springs, FL 32043	2250 N. Bishop Ave Suite F, Rolla, MO 65401	1605 E FM 700, Big Spring, TX 79720
1440 N. Nova Rd, Ste 202, Daytona Beach, FL 32117	3211 South Limit, Sedalia, MO 65301	200 East Sam Rayburn Drive, Bonham, TX 75418
4366 Louis Avenue, Unit 101, Holiday, FL 34691	1111 Horan Drive, Suite G, Fenton, MO 63026	600 College Avenue, Borger, TX 79007
943A Taft-Vineland Rd., Orlando, FL 32824	4000 North Service Road, Saint Peters, MO 63376	1409 Chico Highway, Bridgeport, TX 76426
335 S. Krome Avenue, Florida City, FL 33034	2208 Vandeventer, Saint Louis, MO 63110	1500 FM 389 Rd, Brenham, TX 77833
4250 Highway Avenue Unit 2, Jacksonville, FL 32254 14600	2618 Delmar Avenue, Saint Louis, MO 63103	5955 Padre Island Hwy. Suite B, Brownsville, TX 78521
Duval Place West, Suite 31, Jacksonville, FL 32218 1198	750 Jeffco Blvd., Arnold, MO 63010	3313 W State Highway 21, Bryan, TX 77803
Mayport Road, Suite 6, Atlantic Beach, FL 32233 1408	135 Hamilton Industrial Ct, Wentzville, MO 63385	415 East Main Street, Lewisville, TX 75057
Haines St., Jacksonville, FL 32206	11493 Page Service Drive, Saint Louis, MO 63146	13860 N. Stemmons Freeway, Farmers Branch, TX 75234
201 Picketteville Rd, Jacksonville, FL 32220	8410 Manchester Rd., Brentwood, MO 63144	206 East Sabine Street, Carthage, TX 75633
9556 Historic Kings Rd South #104, Jacksonville, FL 32257	13590 Northwest Industrial Drive, Bridgeton, MO 63044	500 Brushy Creek Rd St.500, Cedar Park, TX 78613
1562 Park Lane South, Jupiter, FL 33458	2650 West Kearney Suite 108, Springfield, MO 65803	750 Hurst St. Suite B, Center, TX 75935
2520 Michigan Ave. Ste. E, Kissimmee, FL 34744	2250 E. Kearney, Springfield, MO 65803	2515 N. Main, Cleburne, TX 76031
117 SE Nassau St, Lake City, FL 32025	624 B Goddard Ave., Chesterfield, MO 63005	734 S. Main, Clute, TX 77531
2210 S. Combee Rd., Lakeland, FL 33801	1745 West 5th Street, Eureka, MO 63025	9015 Knight Road, Houston, TX 77054
3711 Century Blvd. Unit #1, Lakeland, FL 33811	1815 Beltway Drive, Overland, MO 63114	1009 Houston St, Cleveland, TX 77327
3411 W. Main St. Ste # 3&4, Leesburg, FL 34748	3520 Pear Street, Saint Joseph, MO 64503	9434 Leopard St., Corpus Christi, TX 78410
830 S. Ronald Reagan Blvd Ste 212, Longwood, FL 32750	718 Missouri Avenue, Saint Robert, MO 65584	5004 South Highway 281, Alice, TX 78332
351 107th Street Gulf Units 1,2,3, Marathon, FL 33050 2499	830 East Young St., Warrensburg, MO 64093	425 Aldine Bender Ste. A, Houston, TX 77060
Commercial Park Drive, Marianna, FL 32448	1201 East 5th St., Washington, MO 63090	4530 Leopard St., Corpus Christi, TX 78408
4550 N.W. 72nd Avenue, Miami, FL 33166	1651 Porter Wagoner Blvd, West Plains, MO 65775	1216 South 7th, Corsicana, TX 75110
3977 NW 25th Street, Miami, FL 33142	1000 Warrenton Outlet Center, Warrenton, MO 63383	4934 Sharp Street, Dallas, TX 75247
18611 SW 107th Ave, Miami, FL 33157	409 North main Street, Amory, MS 38821	10702 N. Stemmons Freeway, Dallas, TX 75220
150 NW 176th St. Bay F, Miami Gardens, FL 33169	190 Corporate Drive, Batesville, MS 38606	2910 Rock Island Road, Irving, TX 75060
4031 NW 2nd Avenue, Miami, FL 33127	1378 Desoto Avenue, Clarksdale, MS 38614	1240 Texan Trail, Grapevine, TX 76051
10250 NW 89th Avenue, Bay 2, Medley, FL 33178	621 Gaines Hwy, Boyle, MS 38730	3923 Main Street, Dallas, TX 75226
6150 Old Bagdad Hwy, Milton, FL 32583	4335 Motley Road, Columbus, MS 39701	3360 Beltline Rd., Farmers Branch, TX 75234
16200 NW 59TH AVE, Miami Lakes, FL 33014	518 Deerfield Dr., Forest, MS 39074	4932 Sharp Street, Dallas, TX 75247
150 Kid Ellis Road, Mulberry, FL 33860	95 Grady Road, Grenada, MS 38901	1550 S IH 45, Hutchins, TX 75141
1826 Trade Center Way, Units G&H, Naples, FL 34109	12440 Seaway Road, Gulfport, MS 39503	2200 Big Town Blvd Suite 200, Mesquite, TX 75149
811 NE 16th St. Units 103-104, Ocala, FL 34470	33 Hwy 589, Purvis, MS 39475	201 Bryan Street, Dayton, TX 77535

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
420 SW 33rd Ave, Ocala, FL 34474	1517 North Main Street, Hattiesburg, MS 39401	309 W Crawford, Denison, TX 75020
379 Douglas Rd Unit A, Oldsmar, FL 34677	102 Priestner Dr., Pearl, MS 39208	1026 Shady Oaks Drive, Denton, TX 76205
1833 SouthOrangeBlossomTrail, Apopka, FL 32703	2900 Industrial Blvd., Laurel, MS 39441	5565 Red Bird Center Dr, Suite 140, Dallas, TX 75237
6148 Hanging Moss Ste 150, Orlando, FL 32807	903-C South Locust Street, McComb, MS 39648	421 Conquest Blvd., Edinburg, TX 78539
890 Carter Rd Ste 150 & 160, Winter Garden, FL 34787	71 Hwy 19 N., Ste #1, Meridian, MS 39307	4720 Osborne Drive, Suite 200, El Paso, TX 79922
7101 Presidents Drive, Orlando, FL 32809	405 Liberty Road, Natchez, MS 39120	1234 N. Mechanic, El Campo, TX 77437
2405 W. Princeton Street, #11, Orlando, FL 32804	203 West Bankhead St., New Albany, MS 38652	1033-A Hawkins Blvd., El Paso, TX 79915
1230 N US Hwy 1 Ste 12, Ormond Beach, FL 32174	8393 Industrial Drive, Olive Branch, MS 38654	2100 S. Kaufman, Dallas, TX 75120
101 Amar Place, Panama City Beach, FL 32413	107 Commerce Drive, Oxford, MS 38655	10 Mustang Circle, Forney, TX 75126
2907 Reid Street, Palatka, FL 32177	3412 Main Street, Moss Point, MS 39562	2750 W. Euless Blvd., Euless, TX 76040
1209 Harrison Ave., Panama City, FL 32401	235 Industrial Drive, Senatobia, MS 38668	9661 Camp Bowie West, Fort Worth, TX 76116
2860 W. Navy Blvd., Pensacola, FL 32505	1085 Stark Rd. Ste N, Starkville, MS 39759	1400 Everman Parkway, Suite 700, Fort Worth, TX 76140
33 East Brent Lane, Pensacola, FL 32503	139 Willowbrook Drive, Sallitlo, MS 38866	7500 Baker Blvd, Suite 170, Richland Hills, TX 76118 6913
2716 S. Bryon Butler Pkwy, Perry, FL 32348	801 South Green, Tupelo, MS 38804	Camp Bowie Blvd, Fort Worth, TX 76116
2007Wood Court Ste 4, Plant City, FL 33563	3505 Manor Drive, Vicksburg, MS 39180	500 Railhead Rd. Suite 100, Fort Worth, TX 76106
1282 Market Circle Unit B2, Port Charlotte, FL 33953	1518 1st Ave N., Billings, MT 59101	605 West Hwy 82, Gainesville, TX 76240
2201 North Andrews Ave., Suite #102, Pompano Beach, FL 33069	4016 First Avenue S., Billings, MT 59101	10362 Miller Road, Dallas, TX 75238
750 NW Enterprise Drive, Suite 112, Port Saint Lucie, FL 34986	8235 Huffine Lane, Bozeman, MT 59718	2429 E. Main St., Gatesville, TX 76528
1155 Cattleman Road Unit C, Sarasota, FL 34232	3928 Wynne Ave #3, Butte, MT 59701	503 Leander Rd #1, Georgetown, TX 78626
655 Progress Way, Sanford, FL 32771	4212 North Star Blvd, Great Falls, MT 59405	1113 E. Austin St., Giddings, TX 78942
6915 15th Street Suite 205, Sarasota, FL 34243	2079 N. 1st. St #A, Hamilton, MT 59840	118 Highway 90A West, Gonzales, TX 78629
4453 US Hwy 27 S, Sebring, FL 33870	767 Nicole Street, Helena, MT 59601	3400 East Hwy 377, Granbury, TX 76049
3055 46th Avenue North, St Petersburg, FL 33714	421 West Idaho, Kalispell, MT 59901	1596 I-30 West, Greenville, TX 75402
4362 SE Commerce Ave, Stuart, FL 34997	201 North Haynes St., Miles City, MT 59301	1500 Brittmore Rd. Ste 101, Houston, TX 77043
4747 N Nob Hill Rd Ste10, Sunrise, FL 33351	3010 W. Broadway, Missoula, MT 59808	8615 Jackrabbit Road, Ste F, Houston, TX 77095
5402 Pioneer Park, Tampa, FL 33634	205 2nd Ave NE, Suite 2, Sidney, MT 59270	7720 Pinemont, Houston, TX 77040
2603 Causeway Center Dr., Tampa, FL 33619	111O'Connor Place, Aberdeen, NC 28315	6836 Bourgeois, Houston, TX 77066
572 A Appleyard Drive, Tallahassee, FL 32304	1954-A East Main St, Albemarle, NC 28001	2205 N. 77 Sunshine Strip, Harlingen, TX 78550
5320 56th Commerce Park Blvd., Tampa, FL 33610	9 Glen Bridge Road Ste. 103, Arden, NC 28704	910 State Hwy 64 West, Henderson, TX 75652
228 & 242 Silverado St, Tavares, FL 32778	1007 South Fayetteville Street, Asheboro, NC 27203	1403 East Park Ave, Hereford, TX 79045
369 Cheney Hwy, Titusville, FL 32780	554 Riverside Drive, Suite D, Asheville, NC 28801	9197 Winkler Drive Suite D, Houston, TX 77017
268 Blue Juniper Blvd., Venice, FL 34292	209 Creek Ridge Rd, Suite D, Greensboro, NC 27406	7720 Pinemont, Houston, TX 77040
7656 Byron Dr., Riviera Beach, FL 33404	41 Charlie Brown Rd Suite 3, Burnsville, NC 28714	7100 North Loop East Ste A-16, Houston, TX 77028
1808 Clare Avenue, West Palm Beach, FL 33401	2144 Hanford Road, Burlington, NC 27215	12636 Market St., Houston, TX 77015
4200 Dow Road, Suite B, Melbourne, FL 32934	2738 North Graham St., Charlotte, NC 28206	616 Frazier St, Conroe, TX 77301
8120 Belvedere Rd, Unit #1, West Palm Beach, FL 33411	2415 -A Westinghouse Blvd, Charlotte, NC 28273	3600 Harrisburg Blvd., Houston, TX 77003
2725 Mountain Industrial Blvd, Tucker, GA 30084	1022-A1 Pressley Rd, Charlotte, NC 28217	1913 S Gordon St, Alvin, TX 77511
2207 E. Oglethorpe Blvd., Albany, GA 31705	8124 Statesville Rd, Charlotte, NC 28269	4808 A Dacoma, Houston, TX 77092
820 S Martin Luther King Blvd UnitA, Americus, GA 31709	616 E. Westinghouse Blvd., Charlotte, NC 28273	1708 1st Street, Humble, TX 77338
2255 McCollum Parkway Suite 400, Kennesaw, GA 30144	4023 Matthews Indian Trail Rd, Stallings, NC 28104	105 Berry Lane, Jacksonville, TX 75766
1640 Autumn Blvd., Conyers, GA 30013	303 West Elizabeth Street, Clinton, NC 28328	684 Interstate 45, Huntsville, TX 77340
6290 JimmyCarter Blvd Ste201, Norcross, GA 30071	51-B Carpenter Court N.W., Concord, NC 28027	818 Avenue B, Katy, TX 77493
604 A & 604 B Cordell Drive, College Park, GA 30349	2810 South Miami Blvd., Durham, NC 27703	1000 Sidney Baker Street, South, Kerrville, TX 78028
2961 Olympic Industrial Dr SE, Atlanta, GA 30339	108 West Edgerton Street, Dunn, NC 28334	1610 N Hwy 259 Suite 2, Kilgore, TX 75663
233 Arnold Mill Rd. Ste100, Woodstock, GA 30188 104	4611 Hillsborough Road, Durham, NC 27705	1911 South Brahma Blvd, Kingsville, TX 78363
Three West Parkway Ste 100, Villa Rica, GA 30180	1245A Highway 17 South, Elizabeth City, NC 27909	2102 S. Battleground, La Porte, TX 77571
6215-A Fulton Industrial Blvd., Atlanta, GA 30336 1467	502 S. Eastern Blvd., Fayetteville, NC 28301	612 Amistad, Laredo, TX 78041
Reynolds St., Augusta, GA 30901	525 Withrow Rd., Forest City, NC 28043	300 South Main Street, Lindale, TX 75771
4070 Washington Rd. Suite 2, Martinez, GA 30907	3090 W U.S. Hwy 64 Unit 110/111, Murphy, NC 28906	101 Fasteners Lane, Longview, TX 75604
530 East Calhoun St, Bainbridge, GA 39817	1430 Castle Court, Gastonia, NC 28052	420 N. Eastman Rd., Longview, TX 75601
463 Bay Street, Baxley, GA 31513	406 Vann Street, Goldsboro, NC 27530	6101 43rd Street, Suite A, Lubbock, TX 79407
590 Olympic Dr., Athens, GA 30601	2400 United Dr., Greenville, NC 27834	2610 50th Street, Lubbock, TX 79413
4759 New Jesup Highway, Brunswick, GA 31520	1007 Arnold St, Greensboro, NC 27405	2102 N. John Redditt Dr., Lufkin, TX 75904
4997 Bristol Industrial Way, Buford, GA 30518 145	12-L Wendy Court, Greensboro, NC 27409	690 Hwy 327 East, Silsbee, TX 77656
Marine Dr SE, Calhoun, GA 30701	985 Carolina Ave, Washington, NC 27889	1475 Heritage Parkway, Suite 109, Mansfield, TX 76063
1762 Highway 27 North UnitA, Carrollton, GA 30117	209 Hwy. 70 West, Havelock, NC 28532	1707 Branch Street, Marshall, TX 75670
1489 Hwy 411 NE, Cartersville, GA 30121	932 West Andrews Ave, Henderson, NC 27536	4200 W. Military Hwy, McAllen, TX 78503
168 Wilford Ash Sr. Parkway, Cleveland, GA 30528	1013 Old Spartanburg Rd. Ste A, Hendersonville, NC 28792	225 North Mccoll Road, McAllen, TX 78501
4617 Milgen Rd Unit 1, Columbus, GA 31907	1000 West Fairfield Road, High Point, NC 7263	417 Metro Park Dr. Ste 200, McKinney, TX 75071
1522 Veterans Parkway, Columbus, GA 31901	931 Lenoir Rhyme Blvd S.E., Hickory, NC 28602	600 W. Milam Street, Mexia, TX 76667
40095 Hwy 441 South, Commerce, GA 30529	267 Center Street, Jacksonville, NC 28546	555 Murray Street, Midlothian, TX 76065
601 A 16th Ave E., Cordele, GA 31015	1407-J NC Hwy 66 South, Kernersville, NC 27284	5405 West Industrial, Midland, TX 79706
10244 Industrial Blvd, Covington, GA 30014	3509 W Vernon Ave Units D&E, Kinston, NC 28504	1828 Ranger Highway, Weatherford, TX 76088
1110 Ridgeland Parkway Suite106, Alpharetta, GA 30004	12260 McColl Road, Laurinburg, NC 28352	1810 W. Ferguson, Mt Pleasant, TX 75455
416 Butler Industrial Drive, Dallas, GA 30132	2043 Andrew Jackson Hwy, Leland, NC 28451	1121 Southeast Stallings Dr., Nacogdoches, TX 75964
216 Rosen Drive, Dalton, GA 30720	820 South Main St., Lexington, NC 27292	992 Hwy 46 South, New Braunfels, TX 78130
6140 Highway 400, Suite D, Cumming, GA 30028	2695 East Main St., Lincolnton, NC 28092	320 East I-20 Suite A, Odessa, TX 79766
5365 Dividend Dr Ste G, Decatur, GA 30035	514 East 21st Street, Lumberton, NC 28359	1415 Dupont Drive, Orange, TX 77630
1190 Bowens Mill Rd SW, Douglas, GA 31533	2600 Sugar Hill Road, Marion, NC 28752	3818 W. Oak St., Palestine, TX 75801
708 Industrial Blvd, Dublin, GA 31021	1917 NC Hwy 119 South, Mebane, NC 27302	2125 Hobart St, Pampa, TX 79065
1001 Milledgeville Rd. Suite H, Eatonton, GA 31024	799 West Charlotte Avenue, Mount Holly, NC 28120	2240 N. Main, Paris, TX 75460
308 Fairburn Industrial Blvd., Fairburn, GA 30213 120	1053 Yadkinville Road, Mocksville, NC 27028	1118 N. Main St. Suite 2A, Pearland, TX 77581
Colony Drive, Fitzgerald, GA 31750	750 Oak Ridge Farm Road, Mooresville, NC 28115	2553 Summit Ave. Suite 500, Plano, TX 75074
2130 D Hilton Drive, Gainesville, GA 30501	223 Carbon City Road, Morganton, NC 28655	523 W. Oaklawn, Pleasanton, TX 78064
28 Coleman Blvd., Pooler, GA 31322	1635 A Morgan Mill Rd., Monroe, NC 28110	908 West 5th, Plainview, TX 79072
1516 Kalamazoo Drive Suite B-5, Griffin, GA 30224 229	4024 Arendell Street Ste 100, Morehead City, NC 28557	5221 East Parkway, Groves, TX 77619
W.GeneralScrevenWay M3, Hinesville, GA 31313 2046	120 North Gilmer Street, Mount Airy, NC 27030	210 Hwy 35 South, Port Lavaca, TX 77979
South Davis Road, Lagrange, GA 30241	1821 Racetrack Rd., New Bern, NC 28562	1008 US HWY 181, Portland, TX 78374
305 Shawnee North Dr. Ste200, Suwanee, GA 30024	424 Airport Boulevard, Morrisville, NC 27560	1003 S. Goliad Rd, Rockwall, TX 75087
1396 Rocky Creek Road, Macon, GA 31206	8928 US Hwy 70 West Ste 300, Clayton, NC 27520	1613 W. Cameron Ave., Rockdale, TX 76567
1715 Meredith Park Drive, McDonough, GA 30253	5608 Spring Court, Suite 106, Raleigh, NC 27616	1212 Avenue H, Rosenberg, TX 77471
1624 1st Ave SE, Moultrie, GA 31768	280 Premier Drive, Suite 101, Holly Springs, NC 27540	16074CentralCommerceDrSteB102, Pflugerville, TX 78660
20 Bledsoe Rd., Suite 6000, Newnan, GA 30265	5706 A Chapel Hill Rd, Raleigh, NC 27607	3453 IH 35 STE 100, San Antonio, TX 78219
401 Dividend Drive, Peachtree City, GA 30269	2300-110 Westinghouse Boulevard, Raleigh, NC 27604	9901 Broadway, STE 100, San Antonio, TX 78217
309 Dodd Blvd Suite 200, Rome, GA 30161	1636-1638 South Saunders Street, Raleigh, NC 27603	1731 S San Marcos Bldg914Ste103, San Antonio, TX 78207
2305 Louisville Rd, Suite8, Savannah, GA 31402	1704 Freeway Drive, Reidsville, NC 27320	1917 Pat Booker Rd, Universal City, TX 78148
830 S. Main St., Statesboro, GA 30458	761 Old Farm Rd. South, Roanoke Rapids, NC 27870	15002 Tradesman Drive, Ste 1, San Antonio, TX 78249 3708
1017 West Jackson Street, Thomasville, GA 31792	2768 North Wesleyan Blvd., Rocky Mount, NC 27804	U.S. 377 South, Brownwood, TX 76801
492 Main Street, Thomson, GA 30824	3226 Durham Road, Roxboro, NC 27573	2970 B Hwy 123, San Marcos, TX 78666
76 Ulyanovsk Road, Hartwell, GA 30643	3905 Hawkins Ave, Sanford, NC 27330	1850 Grandstand Drive, San Antonio, TX 78238

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
2004 East Hill Ave., Valdosta, GA 31601	746 Long Meadow Drive Suite B, Salisbury, NC 28147	500 IH 10 East, Seguin, TX 78155
2707 E. 1st St., Vidalia, GA 30474	203 Three Brothers Ave, Shelby, NC 28152	2612 Frisco Road, Sherman, TX 75090
2985-B Knight Ave, Waycross, GA 31501	1338 N. Brightleaf Blvd., Smithfield, NC 27577	11603 N. Houston Rosslyn, Houston, TX 77086
6110 Watson Blvd., Byron, GA 31008	1216 West Front Street, Statesville, NC 28677	3723 Greenbriar Dr., Stafford, TX 77477
1290 Greensboro HWY Suite A, Watkinsville, GA 30677	2225 Main Street, Tarboro, NC 27886	948 Gilmer St., Sulphur Springs, TX 75482
925 S. Main St., Tifton, GA 31793	19526 Great Smokey MTN EXPY Unit 3, Waynesville, NC 28786	6000 Broadway Ste B, Galveston, TX 77551
10 Business Center Drive, Winder, GA 30680	2400 Clemmonsville Rd. SteB, Winston Salem, NC 27103	2711 Airport Rd. Ste B, Temple, TX 76504
215 Rojas Street, Unit 125, Tamuning, GU 96913	1705 Industrial Drive, Wilkesboro, NC 28697 3022	150 Business Circle, Terrell, TX 75160
15 Kukila Street, unit #1, Hilo, HI 96720	North Kerr Avenue, Wilmington, NC 28405 8157	2707 New Boston Road, Texarkana, TX 75503
720 Moowaa St Ste A, Honolulu, HI 96817	North Pointe Blvd., Winston Salem, NC 27105 6701	25275 Budde Rd. Ste 2, Spring, TX 77380
46-217 Kahuhipa Street, Kaneohe, HI 96744	Ward Blvd., Wilson, NC 27893	823 East Main Street, Tomball, TX 77375
2108 Lauwiliwili St. Unit 101C, Kapolei, HI 96707 73-	654 Carolina Avenue, Yadkinville, NC 27055	2221 W Southwest Loop323SteA, Tyler, TX 75701
5569 Maiiau St. #105 & #106, Kailua Kona, HI 96740 800	810-A Park Avenue, Youngsville, NC 27596	600 S Southeast Loop 323, Tyler, TX 75702
Eha Street Unit #22, Wailuku, HI 96793	1405 Airport Road, Bismarck, ND 58504	2256 East Main Street, Uvalde, TX 78801
2228 S.E. 5th Street, Ames, IA 50010	2349 3rd Ave. West, Dickinson, ND 58601	4310 Houston Hwy, Victoria, TX 77901
406 E. 3rd Street, Atlantic, IA 50022	2325 46th St, Fargo, ND 58103	21966 IH 10 West Access Road, Vidor, TX 77662
4386 State Street, Bettendorf, IA 52722	3215 Main Ave Suite A, Fargo, ND 58102	552 N. Loop 340, Bellmead, TX 76705
1301 Broadway Street, West Burlington, IA 52655 425	2703 Valley Circle, Grand Forks, ND 58203	5020 Franklin Ave, Waco, TX 76710
US Highway 30 West Suite 350, Carroll, IA 51401 825	104 12th Avenue NW, #6, Hazen, ND 58545	41212 Park 290 Rd. Suite D2, Waller, TX 77484
33rd Ave. SW, Cedar Rapids, IA 52404	1512 Business Loop E., Jamestown, ND 58401	150 W. Butcher Rd, Waxahachie, TX 75165
2016 Lincoln Way, Clinton, IA 52732	601 Burlington St SE, Mandan, ND 58554	4507 Old Jacksboro Hwy, Wichita Falls, TX 76302
2130 23rd Avenue, Council Bluffs, IA 51501	700 20th Ave., S.W., Minot, ND 58701	767 Auto Mall Drive, Unit 11, American Fork, UT 84003
805 South Abell, Creston, IA 50801	502 Grace Avenue, Breckenridge, MN 56520 3000 2nd	2130 West HWY 56 Ste. A, Cedar City, UT 84720
5101 Tremont Ave., Davenport, IA 52807	Avenue SW, Ste B, Watford City, ND 58854 2211 2nd	2210 S Highway 40 Ste F, Heber City, UT 84032
1797 State Hwy 9 East, Decorah, IA 52101	Ave W., Williston, ND 58801	1510 West Gordon Ave., Layton, UT 84041
3120 Delaware Ave., Des Moines, IA 50313	3414 N. 6th St., Beatrice, NE 68310	1355 W. 800N., Orem, UT 84057
1610 11th Street, De Witt, IA 52742	239 S. 9th St. Ste 201, Blair, NE 68008	642 North 1000 West Su.#109, Logan, UT 84321
1074 Cedar Cross Road, Dubuque, IA 52003	1620 East 23rd Street, Columbus, NE 68601	9706 S. Sandy Parkway, Sandy, UT 84070
3014 5th Ave. South, Fort Dodge, IA 50501	1730 East 23rd Ave., Fremont, NE 68025	1327 West 2550 S., Suite 2 & 4, Ogden, UT 84401 2710
5634 Avenue O, Fort Madison, IA 52627	3006 West Old Highway 30, Grand Island, NE 68803	North 1600 West Ste C, Pleasant View, UT 84404 340
10892 Douglas Ave., Urbandale, IA 50322	100 West J Street, Hastings, NE 68901	West 600 South, Price, UT 84501
105 West Street South Ste E, Grinnell, IA 50112	2630 E. Highway 30, Kearney, NE 68847	765 S. University Ave St., Provo, UT 84601
1006 13th Street North, Humboldt, IA 50548	305 Heartland Dr., Lexington, NE 68850	322 S. Main St., Richfield, UT 84701
907 South Fifth St, Manchester, IA 52057	3201 N. 23rd Street STE 1, Lincoln, NE 68521	3825 W. 2100 S., Suite D, West Valley City, UT 84120 215
348 South Oak Street, Iowa Falls, IA 50126	1008 West B St., McCook, NE 69001	North Redwood Rd Unit 5, North Salt Lake, UT 84054 4425
507 Highland Avenue, Iowa City, IA 52240	706 S 11th Street, Nebraska City, NE 68410	South 500 West, Suite A, Murray, UT 84123
3533 Main Street Suite 2, Keokuk, IA 52632	608 West Omaha Avenue, Norfolk, NE 68701	1348 South Redwood Road, Salt Lake City, UT 84104 1958
345 5th Avenue NW, Le Mars, IA 51031	1801 East 4th Street, North Platte, NE 69101	N Main, Unit #1, Spanish Fork, UT 84660
1309 Industrial Blvd Suite B, Marshalltown, IA 50158	2910 K Street, Suite A, Omaha, NE 68107	389 N. Industrial Suite 9, St George, UT 84770
904 S. Federal Ave., Mason City, IA 50401	705 N. Frontier Dr., Papillion, NE 68046	919 N. Main St., Tooele, UT 84074
1105 W. Washington St., Mt Pleasant, IA 52641	4139 S. 84th St, Omaha, NE 68127	190 South 200 West Street, Tremonton, UT 84337
2007 Grandview Ave., Muscatine, IA 52761	316 East Hwy 20, Oneill, NE 68763	1390 E. 1300 S., Naples, UT 84078
1 Gateway Drive, Ottumwa, IA 52501	2945 10th Street, Gering, NE 69341	5320 W Wells Park Rd, Unit #12, West Jordan, UT 84088
805 Oskaloosa Street, Pella, IA 50219	621 Jackson Ave., Seward, NE 68434	885 Empire Drive, Abingdon, VA 24210
1513 1/2 N. Broadway St., Red Oak, IA 51566	921 N. Grant Ave., York, NE 68467	326 Calvert Ave., Alexandria, VA 22301
4169 US 75 South, Sioux Center, IA 51250	29 Salt Shed Road Unit1, Charlestown, NH 03603	113 Roberts Street, Wise, VA 24293
1901 Leech Ave, Sioux City, IA 51106	130 Hall St, Concord, NH 03301	2118 Euclid Ave. Suite 1, Bristol, VA 24201
1001 2nd Ave SE, Spencer, IA 51301	165 Industrial Park Dr., Dover, NH 03821	230 West 22nd Street, Buena Vista, VA 24416
701 Seneca Suite #3, Storm Lake, IA 50588	350 Heritage Avenue, Portsmouth, NH 03801	237 Elliott Ave., Charlottesville, VA 22903
7122 Nordic Drive, Cedar Falls, IA 50613 700	350 Heritage Avenue, Portsmouth, NH 03801	1244 Executive Blvd Suite 104b, Chesapeake, VA 23320
Technology Pl., Waverly, IA 50677	4 Perkins Way, Newburyport, MA 01950	14310 Sullyfield Circle Unit 500, Chantilly, VA 20151
625 Jensen Grove Dr., Blackfoot, ID 83221	880 Candia Road, Manchester, NH 03109	5 Midway Plaza Drive Suite A, Christiansburg, VA 24073
2506 Orchard, Boise, ID 83705	42 Production Avenue, Keene, NH 03431	1104 West Roslyn Road, Colonial Heights, VA 23834
535 N Locust Grove Suite 100, Meridian, ID 83642	154 A Main Street, Salem, NH 03079	1256 S. Craig Ave., Covington, VA 24426
536 Overland, Burley, ID 83318	72 Primrose Dr., Unit 2, Laconia, NH 03246	16140 Rogers Road, Culpeper, VA 22701
3111 Cleveland Blvd., Caldwell, ID 83605	198 Riverside Drive, Littleton, NH 03561	1253 South Boston Rd., Danville, VA 24540
1807 N. 4th Street, Coeur D Alene, ID 83814	3 Perimeter Road, Unit #2, Manchester, NH 03103	415 Cleburne Blvd, Dublin, VA 24084
3760 S. Yellowstone Hwy, Idaho Falls, ID 83402	7 Pittsburgh Avenue, Nashua, NH 03062	3835 Pickett Rd, Fairfax, VA 22031
374 American Ave., Jerome, ID 83338	45 Allen St, Rochester, NH 03867	390 A Kings Highway, Fredericksburg, VA 22405
3808 N. Sullivan Rd., Spokane Valley, WA 99216	8 Commerce Avenue Suite 2, West Lebanon, NH 03784	336 Carolina Rd., Suffolk, VA 24344
977 Airbase Rd, Mountain Home, ID 83647	1559 Springtown Road, Alpha, NJ 08865	1790 Dealton Ave., Harrisonburg, VA 22802
337 West Karcher, Nampa, ID 83687	206 West Parkway Drive Unit 7, Egg Harbor Township, NJ 08234	116 Oakley Street, La Crosse, VA 23950
2500 Garrett Way, Pocatello, ID 83201	421 Rt. 73 and Cushman Ave., Berlin, NJ 08009	2105 Graves Mill Rd. Ste C&D, Forest, VA 24551
10048 Taryne Street, Hayden, ID 83835	1001 Lower Landing Rd Suite 209, Blackwood, NJ 08012	12197 Balls Ford Rd, Manassas, VA 20109
262 Dividend Dr, Rexburg, ID 83440	47 Cornewell Dr, Bridgeton, NJ 08302	8395 Euclid Ave., Bay A, Manassas Park, VA 20111
152 2nd Ave. South, Twin Falls, ID 83301	921 Route 130 N, Burlington, NJ 08016	225 V C Drive, Martinsville, VA 24112
204-202 West North Ave, Lombard, IL 60148	28 Indian Trail Rd. Unit 101, Cape May Court House, NJ 08210	2300 Anniston St., Richmond, VA 23223
540 Lewis and Clark Blvd, East Alton, IL 62024	140 Mt. Holly Bypass, Lumberton, NJ 08048	11861 Canon Blvd. Ste O/P, Newport News, VA 23606
770 Morton Avenue, Aurora, IL 60506	9 Corporate Dr., Cranbury, NJ 08512	408 Aberdeen Road, Hampton, VA 23661
1183 Pierson Road, Batavia, IL 60510	500 Hartle St. Suite D, Sayreville, NJ 08872	7712 Hampton Blvd., Norfolk, VA 23505
3525 West Main Street Ste 100, Belleville, IL 62226	22 Meridian Road, Eatontown, NJ 07724	5650 East Virginia Beach Blvd, Norfolk, VA 23502
2337 Newburg Road, Belvidere, IL 61008	55 Carter Drive, Edison, NJ 08837	13240 James Madison Hwy, Orange, VA 22960
915 Avalon Way, Bloomington, IL 61705	450 Murray Hill Parkway Unit F, East Rutherford, NJ 07073	602 Port Centre Pkwy, Portsmouth, VA 23704
320 S. Kinzie Ave, Bradley, IL 60915	68A Clinton Rd., Fairfield, NJ 07004	4007 Seaboard Court, Suite 5-7, Portsmouth, VA 23701
415 E. Maple, Canton, IL 61520	4 Gardner Road, Fairfield, NJ 07004	10989 Leadbetter Road Suite A, Ashland, VA 23005
317 E. Main St., Carbondale, IL 62901	3 Industrial Court, Suite 5, Freehold, NJ 07728	5653 South Laburnum Avenue, Richmond, VA 23231
1200 W Cermak Road, Chicago, IL 60608	3 Stangl Road, Flemington, NJ 08822	522 Southlake Blvd., Richmond, VA 23235
1200 W. Cermak Road, Chicago, IL 60608	9 Basin Drive, Ste 140, Kearny, NJ 07032	4811 A Bethlehem Rd., Richmond, VA 23230
1437 Payne Road, Schaumburg, IL 60173	1026 West Elizabeth Avenue, Linden, NJ 07036	9869A Jefferson Davis Hwy, Richmond, VA 23237
1902 West Springer, Champaign, IL 61821	550 Lincoln Blvd, Middlesex, NJ 08846	1330 Courtland Road NE, Roanoke, VA 24012
3749 North 25th Ave, Schiller Park, IL 60176	180 Gold Mine Rd. Unit1, Flanders, NJ 07836	2012 Apperson Dr., Salem, VA 24153
2445 West Bethany Rd., Sycamore, IL 60178	1704 Taylors Lane, Cinnaminson, NJ 08077	2100 James D. Hagood Hwy., South Boston, VA 24592
760 Industrial Dr Unit H, Cary, IL 60013	987C Jersey Ave., New Brunswick, NJ 08901	5701 General Washington Drive, Alexandria, VA 22312
1301 E VOORHEES ST, Danville, IL 61832	7 Park Lake Road, Sparta, NJ 07871	832 Greenville Avenue, Staunton, VA 24401
3115 Grand Prix Drive, Decatur, IL 62526	603 Heron Dr. Ste 5, Swedesboro, NJ 08085	45975 Nokes Blvd Suite 125, Sterling, VA 20166
2555 Veterans Drive, Posen, IL 60469	1195 Airport Road Unit B5, Lakewood, NJ 08701	5760 Northampton Blvd. unit 108, Virginia Beach, VA 23455
607 South Willow, Effingham, IL 62401	1875 N. Olden Avenue, Trenton, NJ 08638 749 N.	545 Central Drive Suite 130, Virginia Beach, VA 23454
451 Busse Road, Elk Grove Village, IL 60007	Delsea Dr., Vineland, NJ 08360	910 New Hope Road, Waynesboro, VA 22980
2427 Braga Dr., Broadview, IL 60155	53 S Jefferson Road Unit J, Whippany, NJ 07981	7195 Merrimac Trail, Williamsburg, VA 23185
706 Center Rd., Frankfort, IL 60423	1401 N. Black Horse Pike, Williamstown, NJ 08094	156 Fort Collier Road, Suite #10, Winchester, VA 22601

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
1261 Grant Street, Freeport, IL 61032	8301 Washington NE Suite 5, Albuquerque, NM 87113	500 Peppers Ferry Rd, Wytheville, VA 24382
841 Enterprise Ave., Galesburg, IL 61401	3204 Candelaria Ave., Albuquerque, NM 87107	1755 Route 302, Suite 2, Berlin, VT 05602
4N274 84th Ct., Hanover Park, IL 60133	413 South Canal Street, Carlsbad, NM 88220	160 Benmont Avenue Suite 42, Bennington, VT 05201
136 Poplar St, Highland, IL 62249	1306 State Rd. 209, Clovis, NM 88101	173 Leroy Drive, Williston, VT 05495
1825 W. Morton Ave., Jacksonville, IL 62650	906 San Juan Blvd. Suite E&F, Farmington, NM 87401	658 Exchange Street, Middlebury, VT 05753
2020 McDonough Street, Joliet, IL 60436	321 West Broadway, Hobbs, NM 88240	134 Park St Bldg 5 Unit 3, Rutland, VT 05701
1162 Flex Court, Lake Zurich, IL 60047	2185 West Amador Suite #4, Las Cruces, NM 88005	5 Lemnah Drive Suite 6, Saint Albans, VT 05478
320 Washington Blvd. Ste101, Mundelein, IL 60060	1401 W. Hwy 66, Milan, NM 87021	1718 Industrial Parkway, Lyndonville, VT 05851
401 Broadway St., Lincoln, IL 62656	2350 Eudora Street, Alamogordo, NM 88310	450 Weaver St Ste 6, Winooski, VT 05404
108 N Old Route 66 Unit B, Litchfield, IL 62056	606 E. College Rd., Roswell, NM 88201	12389 Reservation Road Suite A, Anacortes, WA 98221
7315 N. Alpine, Loves Park, IL 61111	3198 N. Deer Run Rd Units 2-3, Carson City, NV 89701	3803 132nd Place North East, Marysville, WA 98271
1400 East Carroll Street, Macomb, IL 61455	460 W. Silver Street #102, Elko, NV 89801	1508 O Street SW, Suite 112, Auburn, WA 98001
3717-F Nameoki Road, Granite City, IL 62040	250 Logan Ln #310, Fernley, NV 89408	11145 120th Ave NE, Kirkland, WA 98034
1509 Old State Road, Mattoon, IL 61938	1175 American Pacific Dr Ste B, Henderson, NV 89074	1975 Midway Ln. Suite A, Bellingham, WA 98226
2311 N. Ringwood Rd Ste 105-106, McHenry, IL 60050	6633 W Post Rd Suite 150, Las Vegas, NV 89118	17903 Bothell Everett Highway, Bothell, WA 98012
4751 41st Street, Moline, IL 61265	4310 Losee Rd Suite A-3, North Las Vegas, NV 89030	634 North Callow Avenue, Ste A, Bremerton, WA 98312
923 Detroit Court, Suite 2, Morton, IL 61550	1587 US Hwy 395, Minden, NV 89423	19104 Des Moines Memorial Drive, Seacac, WA 98148
1802 N. Division St., Morris, IL 60450	4090 McCarran Blvd Unit D, Reno, NV 89511	1625 South Walnut Street, Burlington, WA 98233
9390 East Illinois Hwy 15, Mount Vernon, IL 62864	950 Bennie Lane, Unit B, Reno, NV 89512	1101 NW State Street, Chehalis, WA 98532
6291 West Howard St., Niles, IL 60714	1117 Gator Way, Sparks, NV 89431	1117 Main Street, Lewiston, ID 83501
15428 S. 70th Court, Orland Park, IL 60462	4630 Grass Valley Road, Winnemucca, NV 89445	122 W. Crawford Street, Deer Park, WA 99006 2060
4114 North Columbus Street, Ottawa, IL 61350	612 Wolf Street, Syracuse, NY 13208	Vantage Highway, Ste 35, Ellensburg, WA 98926 930
516 E. Jasper St, Paris, IL 61944	21 Railroad Ave, Albany, NY 12205	Battersby Ave Suite 103, Enumclaw, WA 98022 3301
1406 S 2nd St., Pekin, IL 61554	1580 Columbia Turnpike, Castleton, NY 12033	Cedar St., Everett, WA 98201
#2 Unyite drive, Peru, IL 61354	450 North Pearl St., Albany, NY 12204	11524 Mukilteo Speedway, Mukilteo, WA 98275 1439
13717 S. US Route 30, Unit 107, Plainfield, IL 60544	220 John Glenn Drive, Suite 1B, Amherst, NY 14228	West Valley Hwy N Ste#1439, Auburn, WA 98001 6920
1304 N. Division Street, Pontiac, IL 61764	164 Harrison Street, Johnstown, NY 12095	Salashan Pky, Ferndale, WA 98248
910 SW Jefferson Avenue, Peoria, IL 61605	571 W. Main Street, Arcade, NY 14009	718 28th Street, Unit D, Hoquiam, WA 98550
122 West Progress Drive, Princeton, IL 61356	62 Columbus St. Suite 9, Auburn, NY 13021	44027 SE Tanner Rd Ste B, North Bend, WA 98045
2618 Ellington Road, Quincy, IL 62305	2697 Lakeville Road, Avon, NY 14414	404 N. Oregon Ave, Suite A, Pasco, WA 99301
255 South 36th St. Suite 100, Quincy, IL 62301	5596 Route 5, Batavia, NY 14020	21904 84th Ave. South, Kent, WA 98032
109 N Century Blvd, Rantoul, IL 61866	36 Saw Grass Drive, Bellport, NY 11713	4425 100th St SW, Lakewood, WA 98499
2935 Eastrock Drive, Rockford, IL 61109	441 Court Street, Binghamton, NY 13904	902 Industrial Way Ste 101, Longview, WA 98632
981 South 7th Street, Rochelle, IL 61068	920 Lincoln Avenue, Holbrook, NY 11741	3302 Cederdale Road Ste A400, Mount Vernon, WA 98274
1320 Enterprise Dr., Romeoville, IL 60446	12B White St., Buchanan, NY 10511	318 East Broadway, Moses Lake, WA 98837
250 Sundown Rd, South Elgin, IL 60177	3244 union Rd, Cheektowaga, NY 14227	7116 220th Street SW, Mountlake Terrace, WA 98043
1341 Sparta Center Drive, Sparta, IL 62286	11200 Main St., Clarence, NY 14031	618 Oak Street Unit B, Oak Harbor, WA 98277
1101 W. Madison Street, Springfield, IL 62702	3737 Luker Road, Cortland, NY 13045	4520 Lacey Blvd SE Suite 39, Lacey, WA 98503
1284 Camp Jackson Rd, Cahokia, IL 62206	1017 Grand Blvd, Deer Park, NY 11729	724 E. 1st Street, Port Angeles, WA 98362
3333 Holeman Ave, Steger, IL 60475	61-63 Lakeshore Dr.W, Dunkirk, NY 14048	5526 184th Street E. Suite D, Puyallup, WA 98375
2140 Industrial Drive, Sterling, IL 61081	4101 New Court Ave., Syracuse, NY 13206	101 23rd St. SE Unit B3, Puyallup, WA 98372
6120 S. Archer Road, Summit, IL 60501	1336 College Ave., Elmira, NY 14901	422 4th Street, Raymond, WA 98577
608 Gallatin Street, Vandalia, IL 62471	2240 Saw Mill River Road, Elmsford, NY 10523	9145 Willows Road, Redmond, WA 98052
1228 Independence Court, Washington, IL 61571	61 D Carolyn Blvd., Farmingdale, NY 11735	1941 Terminal Drive, Richland, WA 99354
1403 West Lafayette, Suite #3, Watseka, IL 60970	33 Corporate Park Drive, Suite B, Hopewell Junction, NY 12533	16726 146th Street SE Suite #171, Monroe, WA 98272
1187 S. Northpoint Blvd., Waukegan, IL 60085	437 State Route 104, Suite 7, Oswego, NY 13126	136 Western Ave W, Seattle, WA 98119
2300 Wisconsin Ave., Downers Grove, IL 60515	371 Grenville Rd, Rochester, NY 14606	624 South Lander St. Suite #31, Seattle, WA 98134
905 Industrial Drive, West Chicago, IL 60185	189 North Exchange Street, Geneva, NY 14456	7867 S 180th Street, Kent, WA 98032
530 W. Hintz Rd., Wheeling, IL 60090	189 North Exchange St., Geneva, NY 14456	7116 220th Street SW #C, Mountlake Terrace, WA 98043
11820 Catalpa Lane, Woodstock, IL 60098	40 Oser Avenue, Hauppauge, NY 11788	11011 W. 21st Ave Ste 4&5, Airway Heights, WA 99001
5330 S Madison Ave, Anderson, IN 46013 312	229 Cherry St, Ithaca, NY 14850	5220 E. Broadway Avenue, Spokane Valley, WA 99212
W. Wendell Jacob Ave., Angola, IN 46703 514	5 E. Elmwood Ave, Falconer, NY 14733	3025 142nd Ave E Bldg 4, Sumner, WA 98390
K Street, Bedford, IN 47421	101 Smith Avenue, Kingston, NY 12401	2640 East Edison, Suite 4, Sunnyside, WA 98944
1180 South Liberty Drive, Suite 110, Bloomington, IN 47403	7850 Goguen Dr, Liverpool, NY 13090	2628 South Tacoma Way, Tacoma, WA 98409
100 W Monroe St, Bluffton, IN 46714	4 Highland Rd Suite A, Massena, NY 13662	2410 Pacific Highway East, Fife, WA 98424
111 Hausfeldt Lane Suite 1, New Albany, IN 47150	215 Guideboard Rd, Halfmoon, NY 12065	1000 SW 34th Street Ste L, Renton, WA 98057
575 N Line Street, Columbia City, IN 46725	11270 Maple Ridge Road, Medina, NY 14103	2733 Crites Street SW, Tumwater, WA 98512
3655 N. National Rd, Columbus, IN 47201	309 East Broadway, Monticello, NY 12701	906Harney St. Suite B, Vancouver, WA 98660
3010 Ohio Ave, Connorsville, IN 47331	315-B Roslyn Road, Mineola, NY 11501	1919 E. Isaacs Avenue, Walla Walla, WA 99362
107 Sky Park Drive, Corydon, IN 47112	951 3rd Ave, Brooklyn, NY 11232	3801 S Truman Street, Bay3, Washougal, WA 98671
1823 US 231 S, Crawfordsville, IN 47933	190 West St. Section 1B, Brooklyn, NY 11222	478 SE 2nd St, East Wenatchee, WA 98802
10802 Joliet Street, St. John, IN 46373	1600 Stillwell Avenue, Bronx, NY 10461	1823 Schurman Way, Suite 304, Woodland, WA 98674
1701 Patterson Street, Decatur, IN 46733	15 Grumman Road West, Suite 1600, Bethpage, NY 11714	3311 Main Street, Union Gap, WA 98903
3418 County Road 6 E, Unit 1, Elkhart, IN 46514	3199 Lawson Blvd., Suite A, Oceanside, NY 11572	646 South Lake Ave, Phillips, WI 54555
2020 Middlebury Street, Elkhart, IN 46516	3521 Victory Blvd. Unit 2, Staten Island, NY 10314	101 West Linden Street, Abbotsford, WI 54405
8401B Baumgart, Evansville, IN 47725	128-16 14th Ave, College Point, NY 11356	911 Century Ave, Antigo, WI 54409
1401 Virginia Ave., Evansville, IN 47711	#5 Jeanne Drive, Newburgh, NY 12550	1050 N. Perkins St., Appleton, WI 54914
2101 West SR 28, Frankfort, IN 46041	680 Route 211 East, Middletown, NY 10941	410 Industrial Park Road, Ashland, WI 54806
127 State Road 930 W., New Haven, IN 46774	6000 Packard Rd. Suite #200, Niagara Falls, NY 14304	721 South Boulevard, Baraboo, WI 53913
4105 Engleton Dr, Fort Wayne, IN 46804	311 High Street Suite 1, Bradford, PA 16701	151 Corporate Dr., Beaver Dam, WI 53916
3012 Independence Drive, Fort Wayne, IN 46808	107 Winney Hill Rd. Ste #3, Oneonta, NY 13820	2635 Prairie Ave, Beloit, WI 53511
1601 W 37th Ave, Hobart, IN 46342	4990 Camp Rd, Hamburg, NY 14075	738 West Broadway, Berlin, WI 54923
202 West Main Street, Gas City, IN 46933	613 Route 3, Suite 200, Plattsburgh, NY 12901	100 E 2nd St., Black River Falls, WI 54615
2422 Dierdorff Rd., Goshen, IN 46526	35 Patrick Lane Noxon BussPark, Poughkeepsie, NY 12603	705 North Main Street, Brillion, WI 54110
1429 W Main St, Greenfield, IN 46140	126-128 Kromer Avenue, Riverhead, NY 11901	701 Black Hawk Drive, Suite H, Burlington, WI 53105
1049 Indianapolis Rd., Greencastle, IN 46135	565 Blossom Rd. Suite D, Rochester, NY 14610	1450 1st Ave, Chippewa Falls, WI 54729
603 W. Main St, Greensburg, IN 47240	256 West Henrietta Rd., Rochester, NY 14623	115 East Green Tree Rd, Clintonville, WI 54929
1301 W. Chicago Ave., East Chicago, IN 46312	6981 East Dominick St., Rome, NY 13440	W228 N2792 Duplainville Road, Waukesha, WI 53186
22 Commerce Dr., Huntington, IN 46750	230 Main Street, Suite 8, Malone, NY 12953	2344 Truax Blvd., Eau Claire, WI 54703
6842 Madison Avenue, Indianapolis, IN 46227	60 West Avenue, Saratoga Springs, NY 12866	1211 Hobbs Dr., Delavan, WI 53115
520 S. Post Road, Indianapolis, IN 46239	154c Sacandaga Rd., Schenectady, NY 12302	611 Triangle Rd., Fond Du Lac, WI 54935
14775 Herriman Blvd, Noblesville, IN 46060	17 Boulevard, Queensbury, NY 12804	2226 Main Street, Green Bay, WI 54311
6003 Guion Road - Suite A, Indianapolis, IN 46254	174 ROUTE 17 NORTH PO BOX 123, Sloatsburg, NY 10974	1712 Velp Ave, Green Bay, WI 54313
930 W. 16th Street, Indianapolis, IN 46202	1401 Erie Blvd East, Syracuse, NY 13202	1117 Ashwaubenon St., Green Bay, WI 54304
3152 North Shadeland Avenue, Indianapolis, IN 46226	920 Spencer Street, Syracuse, NY 13204	2049 Horicon Street, Mayville, WI 53050
2340 East Perry Rd, Suite 109, Plainfield, IN 46168	1500 Military Rd., Kenmore, NY 14217	2120 Webster Street, Hudson, WI 54016
930 W 16th street, Suite B, Indianapolis, IN 46202	2150 Oriskany Street West, Utica, NY 13502	1030 Corporate Drive, Slinger, WI 53086
1010 Kendall Court, Suite 3, Westfield, IN 46074	320 N Jensen Rd, Vestal, NY 13850	626 N. Main Street, Janesville, WI 53545
1681 East Northfield Dr, Ste D, Brownsburg, IN 46112	6280 Rt 96 Ste B, Victor, NY 14564	1936 Gateway Drive, Watertown, WI 53094
2330 Profit Drive, Indianapolis, IN 46241	23171 Murrock Circle, Watertown, NY 13601	9016 58th Place, Suite 100, Kenosha, WI 53144

## Fastenal Branch List

Fastenal Branch	Fastenal Branch	Fastenal Branch
281 Newton Street, Jasper, IN 47546	57-08 37th Avenue, Woodside, NY 11377	2101 United Drive, Little Chute, WI 54140
3319 Industrial Parkway, Jeffersonville, IN 47130	200 Saw Mill River Rd., Yonkers, NY 10701	51 Copeland Ave, La Crosse, WI 54603
2652 E. North St., Kendallville, IN 46755	529 Bonnewitz Avenue, Van Wert, OH 45891	2413 Advance Road, Madison, WI 53718
561 N. Grandstaff Drive, Auburn, IN 46706	6087 State Route 14 Unit A, Ravenna, OH 44266	3915 Dewey St., Manitowoc, WI 54220
1620 E. North Street, Kokomo, IN 46901	5170 Hudson Drive, Suite H, Hudson, OH 44236	W1360 Old Peshigo Rd., Marinette, WI 54143
2841 Concord Road, Unit B, Lafayette, IN 47909	1621 Frederick Blvd., Akron, OH 44320	209 E. Downwind Drive., Marshfield, WI 54449
701 Fail Road, La Porte, IN 46350	1785 Brittain Rd., Unit B, Akron, OH 44310	1353 Skyline Dr., Medford, WI 54451
384 N. Mount Zion Rd, Lebanon, IN 46052	134 South Union Avenue, Alliance, OH 44601	1826 Stout Rd, Menomonie, WI 54751
11 Wolf Rd., Logansport, IN 46947	1104 S. Defiance Street, Archbold, OH 43502	305 E. 1st. St., Merrill, WI 54452
3010 Shun Pike Rd, Madison, IN 47250	1169 Commerce Parkway, Ashland, OH 44805	1012 Sentry Drive, Waukesha, WI 53186
626 E. 4th St., Marion, IN 46952	1404 Harmon Road, Ashtabula, OH 44004	7140 West Donges Bay Road, Mequon, WI 53092
195 Morton Ave, Martinsville, IN 46151	1055 E. State St., Athens, OH 45701	4702 N 124th Street, Wauwatosa, WI 53225
2711 E. Michigan Blvd., Michigan City, IN 46360	742 Innovation Drive, Bowling Green, OH 43402	123 E. Knapp Street, Milwaukee, WI 53202
58748 State Road 13, Suite A, Middlebury, IN 46540	1270 W. 130th, Unit 100, Brunswick, OH 44212	940 Blue Ribbon Circle Ste A, Oconomowoc, WI 53066
2114 Lynn Street, Mishawaka, IN 46545	420 Winzeler Drive, Bryan, OH 43506	W188 N11927 Maple Rd Unit #14, Germantown, WI 53022
114 N. Railroad St., Monticello, IN 47960	205 Stetzer Rd. South, Bucyrus, OH 44820	2101 Eagle Drive, Middleton, WI 53562
920 E. 4th Street, Mount Vernon, IN 47620	30625 Solon Road, Unit A, Solon, OH 44139	430 W. Rawson, Oak Creek, WI 53154
1316 N. Wheeling Ave, Muncie, IN 47303	8260 Howe Industrial Parkway, Canal Winchester, OH 43110	353 North 29th Ave, Monroe, WI 53566
251 Dal Mar Way, Nappanee, IN 46550	61605 Southgate Parkway, Cambridge, OH 43725	710 Swan Drive, Mukwonago, WI 53149
721 S. Memorial Drive, New Castle, IN 47362	210 Dueber Ave, Canton, OH 44706	109 Curtis Ave, Neenah, WI 54956
1005 Rogers Park Drive, North Vernon, IN 47265	443 West Logan Street, Celina, OH 45822	1433 Cernohous Avenue, Suite J&K, New Richmond, WI 54017
680 N. Broadway, Peru, IN 46970	22 North Park Dr, Chillicothe, OH 45601	2905 S 160th St., New Berlin, WI 53151
1998 W. Jefferson St., Plymouth, IN 46563	4101 Dixie Hwy, Fairfield, OH 45014	1601 S. Washburn, Oshkosh, WI 54904
1376 West Votaw Street, Portland, IN 47371	885 Ohio Pike Suite A, Cincinnati, OH 45245	460 East Hwy 151, Platteville, WI 53818
1103 S. Main St., Princeton, IN 47670	2926 Cincinnati Dayton Rd, Middletown, OH 45044	117 Clover Ln., Plymouth, WI 53073
107 W Drexel Pkwy, Rensselaer, IN 47978	1212 Gest Street, Cincinnati, OH 45203	2800 New Pinery Road, Unite #1, Portage, WI 53901 1909
116 W. Main Street, Richmond, IN 47374	2529 Crescentville Road, Sharonville, OH 45241	South Marquette Road, Prairie Du Chien, WI 53821 1122
602 Main Street, Rochester, IN 46975	1431 Glendale-Milford Rd, Cincinnati, OH 45215	S. Airline Road, Racine, WI 53406
79 N. Gardner St., Scottsburg, IN 47170	24897 US Highway 23 S, Circleville, OH 43113 561	2005-B N. Stevens St., Rhinelander, WI 54501
722 East Tipton St., Seymour, IN 47274	Cleveland St., Elyria, OH 44035	2903 Pioneer Ave., Rice Lake, WI 54868
245 Northridge Dr. Ste B-C, Shelbyville, IN 46176 3218	8141 Tyler Blvd. A-4, Mentor, OH 44060	550 S. Main Street, Richland Center, WI 53581
Sugar Maple Court Unit A, South Bend, IN 46628 132	909 Canterbury, Unit L, Westlake, OH 44145	1200 Spring Street, Port Washington, WI 53074
13th Street, Tell City, IN 47586	23196 Miles Rd Ste C, Bedford Heights, OH 44128	5202 Westfair Ave., Weston, WI 54476
1009 Poplar St., Terre Haute, IN 47807	29231 Euclid Ave, Wickliffe, OH 44092	1290 Engel Dr., Shawano, WI 54166
4700 Airport Drive, Valparaiso, IN 46383	3843 Saint Clair Ave NE, Cleveland, OH 44114 335	2911 Superior Avenue, Sheboygan, WI 53081
2803 North 6th Street, Vincennes, IN 47591	Smith Dr., Englewood, OH 45315	2090 U.S. Hwy 8, Saint Croix Falls, WI 54024
1420 south Wabash Ave., Wabash, IN 46992	5545 Canal Road, Cleveland, OH 44125	2949 Hoover Road, Stevens Point, WI 54481
316 Enterprise Drive, Warsaw, IN 46580	1150 A Alum Creek Drive, Columbus, OH 43209	1740 East Main St., Stoughton, WI 53589
2210 East National Hwy, Washington, IN 47501	1032 Columbus Ave IndustPkwy, Marysville, OH 43040	27 East Walnut St., Sturgeon Bay, WI 54235
918-1 E. Washington Street, Winchester, IN 47394	845 Claycraft Road Suite L, Gahanna, OH 43230	1010 West Main Street, Sun Prairie, WI 53590
1416 south Santa Fe, Chanute, KS 66720	1235 Goodale Blvd., Grandview Heights, OH 43212	69 N. 28th Street Suite #36, Superior, WI 54880
2270 Southwind Ave, Colby, KS 67701	7059 Huntley Road, Worthington, OH 43229	929 N. Superior Ave, Tomah, WI 54660
1306 W. 11th St., Coffeyville, KS 67337	2078 Otsego Avenue, Coshocton, OH 43812	701 S. Industrial Rd., Waupaca, WI 54981
115 E. 13th St., Concordia, KS 66901	2314 Stanley Ave., Dayton, OH 45404	4400 Stewart Ave., Wausau, WI 54401
11140 Kliesen St., Dodge City, KS 67801	2097 London Road Unit 1, Delaware, OH 43015	2220A Stonebridge Rd, West Bend, WI 53095
2502 W. Central Ave., El Dorado, KS 67042	24174 Jewell Road, Defiance, OH 43512	960 East Milwaukee Street, Whitewater, WI 53190
2914 W. Hwy 50 Suite E, Emporia, KS 66801	1325 Monroe Street N.W., New Philadelphia, OH 44663	2111 8th Street South, Suite 100, Wisconsin Rapids, WI 54494
2411 South Main Street, Fort Scott, KS 66701	518 Walnut Street, East Liverpool, OH 43920	606 South Eisenhower Drive, Beckley, WV 25801
1706 E Harding Ave, Garden City, KS 67846	2172 US Highway 127 N, Eaton, OH 45320	1048 Anmoore Road, Bridgeport, WV 26330
4114 W. 10th St., Great Bend, KS 67530	7478 Rettig Rd., Findlay, OH 45840	1342 Route 20 South, Buckhannon, WV 26201
1110 E 13th, Hays, KS 67601	1615 N. River Rd., Fremont, OH 43420	905 Morris Street, Charleston, WV 25301
705 E. 30th, Hutchinson, KS 67502	208 Upper River Road, Gallipolis, OH 45631	7000 Fairlawn Ave., Dunbar, WV 25064
2801 West Main Suite C, Independence, KS 67301	5445 S State Route 49, Greenville, OH 45331	479 Beverly Pike, Elkins, WV 26241
2824 South 44th St, Kansas City, KS 66106	10051 Simonson Avenue, Suite 2, Harrison, OH 45030	66 Spencer Dr., White Hall, WV 26554
9154 Woodend Road Ste B, Edwardsville, KS 66111	2234 Wilson Road, Columbus, OH 43228	2054 3rd Ave., Huntington, WV 25703
829 E Warren, Gardner, KS 66030	425 McCarty Ln, Jackson, OH 45640	2159 Suite C. Winchester Ave., Martinsburg, WV 25405
1368 S. Enterprise Street, Olathe, KS 66061	1401 S. Main Street, Kenton, OH 43326	251 South Plant Street, Morgantown, WV 26501
15209 West 99th Street, Lenexa, KS 66219	2245 West Fair Ave., Lancaster, OH 43130	1814 12th Ave., Parkersburg, WV 26101
3104 D. Haskell Ave, Lawrence, KS 66046	1065 Reading Road, Mason, OH 45040	4160 Big Laurel Hwy, Bluefield, WV 24701
5100 South 13th, Leavenworth, KS 66048	2400 Central Point Parkway, Lima, OH 45804	20-48th Street, Benwood, WV 26031
832 E Pancake Blvd, Liberal, KS 67901	124 South Oak St., London, OH 43140	4685 West Yellowstone Highway, Mills, WY 82644
8075 E Hwy 24, Manhattan, KS 66502	3000 Leavitt Rd, Lorain, OH 44052	574 Gateway Dr., Powell, WY 82435
301 North 81 Bypass, McPherson, KS 67460	100 Ellsworth Ave, Marietta, OH 45750	707 E. Fox Farm Rd, Unit #1, Cheyenne, WY 82007
1605 W. 1st St., Newton, KS 67114	50 Sawyer Pkwy Suite A, Mansfield, OH 44903	201 South 2nd Street, Douglas, WY 82633
514 North Main, Ottawa, KS 66067	2080 Harding Hwy, East, Marion, OH 43302	177 Bear River Drive, Evanston, WY 82930
800 S. 16th St, Parsons, KS 67357	1224 Erie St. S, Massillon, OH 44646	1001 West 1st St., Gillette, WY 82716
122 E 3rd ST, Pittsburg, KS 66762	395 Tomahawk Dr., Maumee, OH 43537	170 Uinta Dr., Green River, WY 82935
117 W 4th Street, Pratt, KS 67124	865 West Liberty St. Suite 240, Medina, OH 44256 1715 S.	244 Superior Court, Laramie, WY 82070
1615 South Highway 75, Sabetha, KS 66534	Washington Street, Millersburg, OH 44654 6925 Engle	1811 West Spruce Street, Rawlins, WY 82301
330 E. Schilling Rd., Salina, KS 67401	Road Suite A, Middleburg Heights, OH 44130 3035 Dryden	1513 Elk Street, Rock Springs, WY 82901
8168 Monticello Terrace, Shawnee, KS 66227	Road, Moraine, OH 45439	409 E 1st St., Sheridan, WY 82801
100 S.E. Monroe, Topeka, KS 66603	506 Harcourt Road, Mount Vernon, OH 43050	7099 Road 47, Torrington, WY 82240
3040 N Ohio, Wichita, KS 67219	1400 North Scott Street Suite 100, Napoleon, OH 43545	1775 E University Dr., Phoenix, AZ 85034
800 Nelson Drive, Derby, KS 67037	14980 S State Ave, Middlefield, OH 44062	720 Moowaa St, Honolulu, HI 96817
1635 E. 37th St. Suite 3, Wichita, KS 67219	575 W Monroe Street, New Bremen, OH 45869	2506 S Orchard Street, Boise, ID 83705
2461 South Leonine Street, Wichita, KS 67217	2337 Hebron Road, Heath, OH 43056	1875 N. Olden Avenue, Trenton, NJ 08638
1700 N. Summit, Arkansas City, KS 67005	4120 Shuffel Dr. Unit C, North Canton, OH 44720	40 20th Street Building 7 1st Floor, Brooklyn, NY 11232
101 A Parkview Dr., Glasgow, KY 42141	461 Milan Ave. Ste 8, Norwalk, OH 44857	3825 W. SR 201 Frontage Road, West Valley City, UT 84120
2125 Winchester Ave., Ashland, KY 41101	427 Hostetler Rd., Orrville, OH 44667	

## Exhibit F - to NASPO ValuePoint Master Agreement

### Green Policy Statement

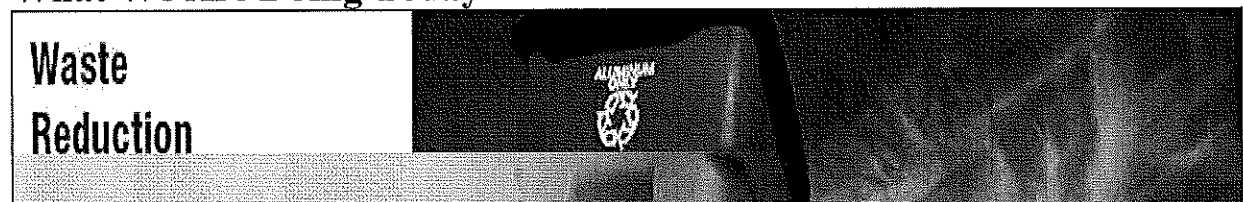


Fastenal's green initiatives are a logical evolution of our lean quality initiatives, which are focused on eliminating waste, creating efficiencies, and continuous improvement. Our green approach is to continuously improve our green credentials, with smart resource use and optimized distribution routes representing two key areas of focus contributing to overall company sustainability and responsibility. Our green approach is also aligned with our government contract compliance processes.

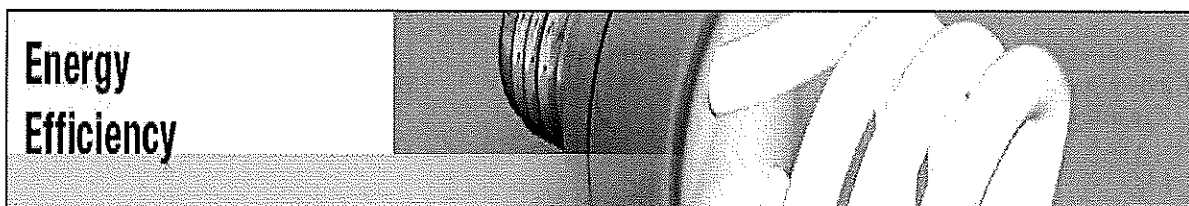
It is our mission to operate our business with minimal environmental impact and help our customers do the same by offering green products and services to help them meet their sustainability needs and goals. This mission comprises the following initiatives:

- Establish a green product offering from key suppliers for national distribution and clearly identify those products in our marketing materials, including our catalogs, brochures, promotions, and website
- Offer recycling programs for lamps, ballasts, mercury-containing devices, batteries, printer cartridges and PPE safety products ensuring safe disposal
- Partner with lighting specialists to assist in the planning, specification and implementation of retrofit projects
- Capture and report green consumption data from customer usage reports
- Receive electronic POs, invoices, and other business documents from suppliers and customers whenever possible
- Encourage our customers to sign up for Electronic Invoicing via fax, email, or the web to reduce paper usage
- Offer industrial vending solutions to help reduce wasteful product consumption and redundancy
- Provide local service and solutions with more than 2,700 branch locations worldwide

### What We Are Doing Today



- We reuse or recycle most of our incoming packaging materials (cardboard, polystyrene, shredded paper, air bags, etc.), we use composite pallets and totes for shipping, and our corrugated boxes used for repackaging are made from post-consumer recycled content
- Packaging reduction efforts at select distribution centers with our new automated storage and retrieval system (ASRS). Reusable totes are used in place of cardboard boxes with this new system. Further packaging reduction efforts are also underway for incoming, high volume products.
- We reuse pallets, repair when necessary, throughout distribution
- Increased use of e-mail which greatly reduces the amount of paper used, business records are digitized to minimize hard copy document storage, multifunctional devices (for faxing, printing and photocopying) reduce energy and paper usage.
- We purchase paper made from recycled content, and we recycle our office paper
- We encourage staff and visitors to recycle bottles, plastics and aluminum cans by placing recycling bins at strategic points throughout our branches, distribution centers, and offices
- We recycle our old computers as part of our IT replacement strategy
- We recycle our spent fluorescent lamps, ballasts, batteries and printer cartridges
- We have reduced the amount of our landfill waste by finding ways of recycling waste material, either in-house or in conjunction with others who are able to use the material constructively
- We have developed e-learning opportunities for employee training in conjunction with the Fastenal School of Business to reduce miles traveled
- Fastenal supports entities with a ban on single-use shopping bags by offering alternatives such as recycled paper bags and reusable bags
- Reduced paper usage with electronic accounting practices



- Our consumption of energy is also closely monitored and we take measures to ensure that it is not wasted
- Our distribution centers have been retrofitted with energy-efficient lighting systems
- Our headquarters have been retrofitted with LED lighting systems
- We have a HVAC Preventative Maintenance Program in which our HVAC systems are serviced semi-annually to increase the units' performance and overall efficiency which reduces energy consumption

## Fleet Sustainability



- Our consumption of fuel is closely monitored and we take measures to ensure that it is not wasted
- We utilize Global Information Systems to design truck routes that minimize miles traveled
- Introduced Compressed Natural Gas (CNG) vehicles in select locations to lower fuel costs and emissions

For more information on Fastenal's green initiatives, products or services, please contact

[gogreen@fastenal.com](mailto:gogreen@fastenal.com).

## Certified Green Products

				
Energy Star	Green Seal	Design for the Environment	EcoLogo	Carpet and Rug Institute
				
Greenguard Environmental Institute	Forest Stewardship Council	Sustainable Forestry Initiative	USDA BioPreferred	EPA WaterSense
				
SCS Certified	NEMA Premium	UL Environment		

## Exhibit G - to NASPO ValuePoint Master Agreement Recycling Programs



Recycling is more important than ever. It turns materials that would otherwise become waste into valuable resources. It saves money, creates jobs, eliminates waste in landfills, reduces harm to the environment, protects human health and saves energy.

Adopting green policies and procedures will benefit your business and most importantly – the environment. Implementing a recycling program doesn't have to be difficult or expensive. Fastenal can help your facility meet green initiative goals and do the right thing when it comes to protecting our environment.



### RightCycle by Kimberly-Clark Professional

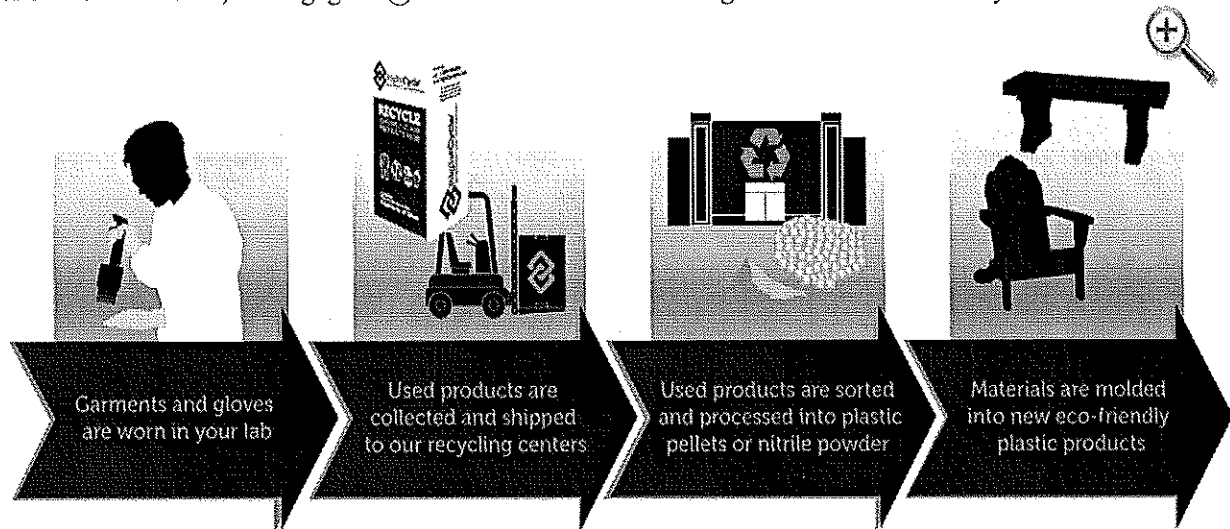
With Kimberly-Clark's new program, RightCycle, you can begin to soar to new heights of sustainability, even setting your sights on zero-landfill. This is the first large-scale recycling program for non-hazardous lab waste and RightCycle can help turn gloves and garments into eco-friendly products like plastic benches and more!



#### Details of Program

1. All products that go into the containers need to be Kimberly-Clark products (gloves and garments).
2. This program is industry-specific so Kimberly-Clark would like to avoid collecting items that will have chemicals on them.
3. This program is currently contained to the USA.
4. The only customer cost is in shipping the full container back to Kimberly-Clark.

For direct information, email [gogreen@fastenal.com](mailto:gogreen@fastenal.com) or click the image below to visit Kimberly-Clark's website.



## RecyclePak®

RecyclePak® makes recycling lamps, ballasts, batteries and mercury devices easy. The prepaid recycling program ensures complete compliance while reducing the risk of contamination by storing hazardous materials at your facility. When the container is full, simply ship it out, it's prepaid! Shop Recycling Kits.



### RecyclePak® Benefits

#### Tracking & Documentation

- Prepaid return shipping with FedEx Ground
- 24/7 online certificates of recycling
- Detailed data on recycling containers

#### Convenient

- National Coverage
- Bulk and direct pick up programs to fit your business size
- Compliance documentation available 24/7 on the web
- Available automatic reorder
- On-time pickup with FedEx Ground

## Call2Recycle®

Visit [www.call2recycle.org](http://www.call2recycle.org) to learn how your business can properly dispose of your "spent" batteries.

For additional assistance, please contact [gogreen@fastenal.com](mailto:gogreen@fastenal.com).



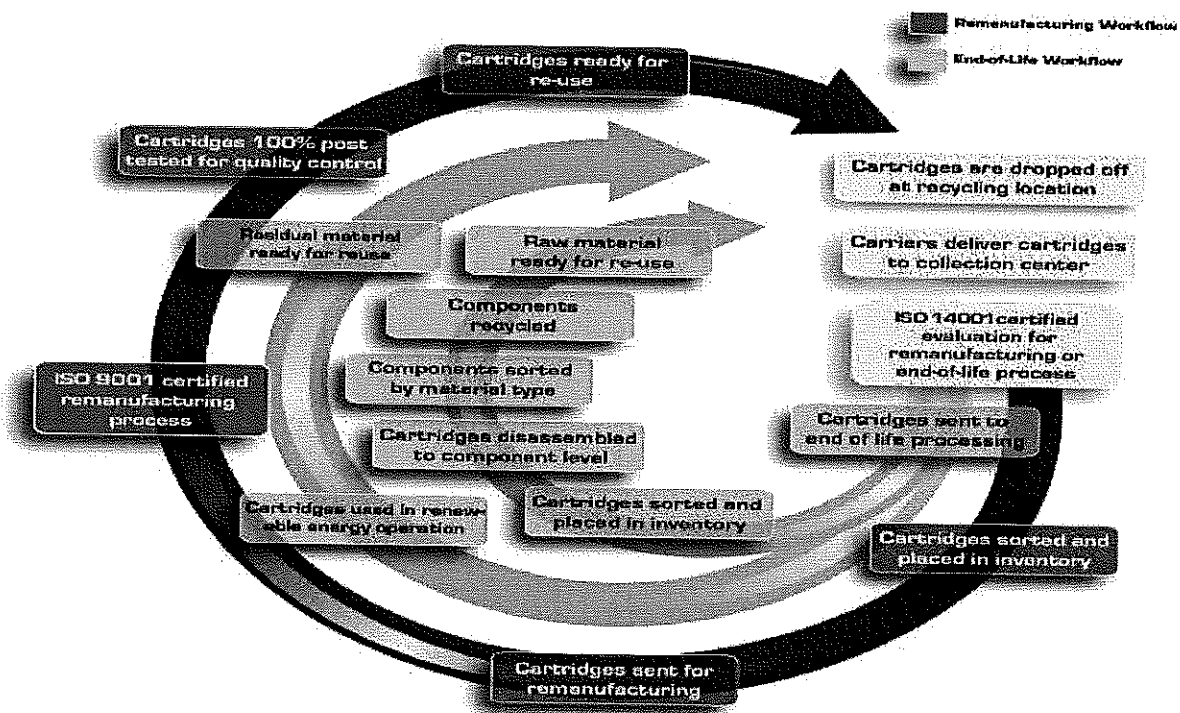
## Ink & Toner Cartridge Recycling

Fastenal offers simple, convenient recycling of printer cartridges and ensures that returned products are recycled properly.

**Let us do the work for you. It's easy, quick and free!**

By collecting these cartridges and supporting remanufactured products, Fastenal keeps non-renewable resources from ending up in landfills. If a cartridge cannot be reused, it is recycled into other products. Our goal is to provide the most efficient recycling program on the market.

### Recycling Process



Available in Canada. Not available in AK, HI, PR, VI.

Use the below link to request prepaid shipping labels or a bulk pickup:

<https://www.fastenal.com/en/308/recycling-programs>



COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1  
TO  
CONTRACT NUMBER E194-80584  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
FASTENAL COMPANY

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Fastenal Company, a Minnesota corporation, hereinafter referred to as the "Contractor" or "Fastenal", relating to the modification of Contract E194-80584 effective November 1, 2018, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract. All changes are effective April 1, 2019 and shall be included in any subsequent modifications.

**A. Reference:** Contract E194-80584, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract until June 30, 2023 per NASPO Amendment No. 3 to Master Agreement #8497.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-80584 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**FASTENAL COMPANY**  
BY: [Signature]  
NAME: William Drazkowski  
Printed Name  
TITLE: EVP  
DATE: 3-26-19

**COMMONWEALTH OF VIRGINIA**  
BY: [Signature]  
NAME: Monique Curley, CPPB, VCO, VCA  
Printed Name  
TITLE: Lead Statewide Sourcing & Contracting Officer  
DATE: 3/27/19

**AMENDMENT No. 3 to  
MASTER AGREEMENT# 8497**

I. This is Amendment No. 3 to Master Agreement #8497 dated April 25, 2018, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and Fastenal Company hereafter called "Contractor." This amendment is effective on the date it has been signed by both parties.

II. The Master Agreement is hereby amended as follows:

Master Agreement #8497 term is hereby extended to June 30, 2023.

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this Amendment, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**CONTRACTOR: FASTENAL COMPANY:**

By: [Signature] E.V.P. 3/15/2019  
Name: Title: Date

**DEPARTMENT OF ADMINISTRATIVE SERVICES PROCUREMENT SERVICES, On behalf of  
the member states of the NASPO ValuePoint Cooperative Purchasing Program:**

Approved By: [Signature] SPA 3/15/19  
Name: Title: Date

**APPROVED PURSUANT TO ORS 291.047: Not Required as per OAR 137-045-0050**