

**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 Iowa - 18299**

The following Goods or services are included in this Addendum:

- Facilities Maintenance and Repair & Operations and Industrial Supplies

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 8497 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 Iowa. 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
 - Email: mnelton@fastenal.com
 - Participating Entity
 - Name: Julie Janssen
 - Address: Hoover Building, 3rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
 - Telephone: 515-281-5602
 - Fax: 515-725-2064
 - Email: Julie.Janssen@Iowa.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. The following changes are modifying or supplementing the Master Agreement terms and conditions:
 - a. Pricing: The pricing terms and discount matrix from the Master Agreement 8496 shall flow down this PA. Any adjustment or amendment of the pricing will not be

effective unless approved by the Lead State for the Master Agreement. The participating State of Iowa will be giving the immediate benefit of any decrease in the market or allowable discount.

- b. Installation Services: Contractor shall provide, through their Authorized Dealer network, installation, services to all Purchasing Entities. Installation charges for all products offered through this PA will negotiated on a project-by-project basis with the Authorized Dealer. Installation charges will be included as a line item in the quote provided by the Authorized Dealer.
- c. Contract Effective Dates: This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.
- d. 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.
- e. Non Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.
- f. Administrative Fee: Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, Contractor shall pay a 1% administrative fee to the State of Iowa, administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa
Department of Administrative Services - Central Procurement and Fleet Enterprise
Attention: DAS – CPFSE COO
1305 E. Walnut St.
Des Moines, IA 50319

- g. Multiple Award Incentive Program:

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|-------------------------------------|--|
| Sales Growth Incentive | 1% paid on all contract spend in excess of previous year's contract spend |
| Fastenal Solutions Incentive | 2% paid on all annual purchases of products through Fastenal Vending or Fastenal Onsite programs |

- h. Cumulative Volume Discounts: Fastenal shall provide an additional cumulative ordering volume discount if total cumulative product spend as reported under the contract (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 product category discounts offered. 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 allowed.

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| CONTRACT YEAR SPEND | Annual Spend \$5+ Million | Annual Spend \$8 Million | Annual Spend \$12 Million |
| ADDITIONAL DISCOUNT PER SPEND LEVEL | 1% | 2% | 3% |

- i. Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* for usage reporting requirements. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:
 - Quarter #1: July 1 through September 30, due annually by October 30*
 - Quarter #2: October 1 through December 31, due annually by January 30*
 - Quarter #3: January 1 through March 31, due annually by April 30.*
 - Quarter #4: April 1 through June 30, due annually by July 30.*

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, ordering personnel, product description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

- j. Payment Terms NET60: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- k. Compliance with the Law; Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive

orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

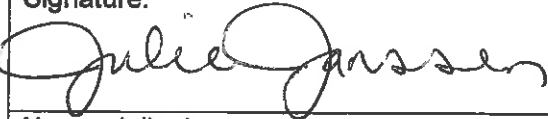

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.13.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

- 5. Subcontractors:** All contactors, dealers, and resellers authorized in the State of Iowa, 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.

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

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| Participating Entity: State of Iowa – Department of Administrative Services - Central Procurement & Fleet Enterprise | Contractor: Fastenal Company |
| Signature:  | Signature:  |
| Name: Julie Janssen | Name: EVA Terryowen |
| Title: Purchasing Agent III | Title: EVA |
| Date: 6/25/2018 | Date: 6-25-18 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator: Shannon Berry
Telephone: 775-720-3404
Email: sberry@naspoaluepoint.org

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