

**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 West Virginia (CMA 0212 MRO18)**

The following Goods or services are included in this Addendum:

- All commodities included in the MRO categories contained within the solicitation, except those excluded below.

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

- All commodities for which the State of West Virginia currently has a Statewide Contract including but not limited to:
 - Sanitation Cleaning Chemicals
 - Trash Can Liners
 - Lighting
 - Fasteners
 - Office Supplies
 - Sanitary Paper
 - Paint
 - Appliances
 - Lease Agreements
 - Vending Machines
- *The State of West Virginia reserves the right to exclude additional categories or items at a later date by change order to the contract established by this participating addendum.*

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 education, political subdivisions and other entities authorized to use statewide contracts in the State of West Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the entity attempting to participate.
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: West Virginia Purchasing Division
Address: 2019 Washington St., East, Charleston, WV 25305
Telephone: 304-558-2306
Fax: 304-558-3970
Email: w.michael.sheets@wv.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 and any other entity utilizing this Participating Addendum.

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.

A. The terms contained in the WV-96 attached hereto as Exhibit A.



B. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

C. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey,

sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- D. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
5. Lease Agreements: Lease agreements are not authorized by this participating addendum.
 6. Subcontractors: All contactors, dealers, and resellers authorized in the State of West 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.
 8. Additional Discounts and Incentives: The State will participate in the following incentives offered by the Contractor
 - (a) Additional 3% discount on all categories in lieu of the cumulative volume discounts;
 - (b) Additional 3% discount on all categories in lieu of an administrative fee;
 - (c) Custom Market Basket – The State will collaborate with the Contractor to create a custom market basket of green and exclusive brand items.
 - (d) 3% growth incentive paid on annual sales growth over the previous contract year.
 - (e) 2% Ecomm incentive – paid on sales growth for products ordered via the ecommerce platform.

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

Participating Entity: West Virginia Purchasing Division	Contractor: Fastenal Company
Signature: 	Signature: 
Name: W. Michael Sheets	Name: Casey Miller
Title: Purchasing Director	Title: EVP
Date: 06/25/18	Date: 6-22-18

[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:
Telephone:
Email:

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

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