

**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 Maine, Master Agreement # 18P 180625-152**

The following Goods or services are included in this Addendum:

- *All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website not covered by current State of Maine Master Agreements or contracts.*

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.
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: Fastenal Company
Contractor Contact: Monica Nelton
Address: 4730 N. Service Drive, Winona, MN 55987
Telephone: 507-313-7633 Fax: 507-453-7145
Email: mnelton@fastenal.com

Name: Fastenal Company
Contractor Local Contact: Alan Ayer, District Manager
Address: 1219 Lisbon St., Lewiston, ME 04240
Telephone: 207-577-5563
Email: aayer@fastenal.com

Participating Entity

Name: State of Maine
State Contact: William Allen, Procurement Analysts II
Address: 9 State House Station, Augusta, Maine 04333-0009
Telephone: 207-624-7871
Fax: 207-287-6578
Email: wje.allen@maine.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.

Administrative Fee Rebate: Fastenal will provide a 2% Base Administrative Fee. The Fee shall be paid quarterly, forty-five (45) days after the close of the quarter, on all purchases under the Price Agreement, less any freight, taxes, returns, credits or adjustments.

Ordering Procedures: Orders over \$5,000.00 placed by State of Maine departments and agencies require additional Division of Procurement Service approvals prior to purchase. Orders placed without receiving prior approval may be rejected and the items would be required to be returned. For orders over \$5,000.00, departments and agencies must attempt to secure quotes from at least two other NASPO vendors holding Master Agreements for Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies with The State of Maine. The Participating Entity Contact may require purchases exceeding \$10,000.00 go through the State of Maine competitive bid process

State of Maine Participating Addendum Additional Terms



- i. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- ii. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS.** The contractor shall release, protect, indemnify and hold NASPO Value Point and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages

arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

- iv. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
- 5. Lease Agreements: Lease Agreements are not authorized by this contract.
- 6. Subcontractors: No servicing subcontractors are permitted under this contract.
- 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: State of Maine	Contractor: Fastenal Company
Signature: 	Signature: 
Name: William Allen	Name: Nick Lundquist
Title: Procurement Analyst II	Title: EVP
Date: 9/12/18	Date: 9-12-18

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	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.]