STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-18-51-01
AMENDMENT 5

Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies
Oregon NASPO ValuePoint Master Agreement Number 8497
Fastenal Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-18-51-01 as follows:

1) Agreement is extended from June 30, 2024, to December 31, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2024, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Fastenal Company
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2024.05.17 18:36:54 -07'00' 5/17/2024	5/2/2024
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	William Drazkowski, Executive VP
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	2001 Theurer Blvd. Winona, MN 55987
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-18-51-01
AMENDMENT 4

Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies
Oregon NASPO ValuePoint Master Agreement Number 8497
Fastenal Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-18-51-01 as follows:

1) **Section 2.m. TECHNICAL SPECIFICATIONS** is revised to read as follows:

   Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum Post-Consumer Recycled Content (PCRC) percentage (PCC §12209 (c)) or meet the Total Recycled Content (RC) percentage requirement outlined in the table below. Janitorial paper products must identify and include in the catalog product description the percent Post-Consumer Recycled Content.

Janitorial Paper Product Recycle Content Table

Commodity	Post-Consumer Recycled Content % (min)	Total Recycled Content % (min) by weight
Bathroom Tissue	45	65
Paper Towels	40	80
Paper Napkins	40	70
Facial Tissue	10	40
General-purpose Industrial Wipes	40	80

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Fastenal Company	
Agency Name		*Contractor Name*	
	4/3/2023		3/24/2023
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		William Drazkowski, Executive Vice Pres.	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		2001 Theurer Blvd. Winona, MN 55987	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-18-51-01
AMENDMENT 3

Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies
Oregon NASPO ValuePoint Master Agreement Number 8497

Fastenal Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-18-51-01 as follows:

1) **Section 2.m. TECHNICAL SPECIFICATIONS** is revised to read as follows:

   Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Paper Products*, as posted in the Buying Green website or meet the minimum Post-Consumer Recycled Content and/or Pre-Consumer Recycled Content percentages listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent Post-Consumer Recycled Content and percent Pre-Consumer Recycled Content.

Janitorial Paper Product Recycle Content Table

Commodity	Post-Consumer Recycled Content % (min)	Pre-Consumer Recycled Content % (min)	Total Recycled Content % (min) by weight
Bathroom Tissue	30	20	50
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	30	40
General-purpose Industrial Wipes	40	40	80

2) **Section 3.A. TERM** agreement is extended from June 30, 2023 to June 30, 2024 and revised to read as follows:

   The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2024, or upon termination by the State, whichever occurs first.

3) **Section 16.A CONTRCT MANAGEMENT** is revised to read as follows:

Contractor:	Fastenal Company
Name:	Bill Franssen
Phone:	(757) 342-6123
Fax:	(507) 494-7948
Email:	cagovsales@fastenal.com
Address:	2001 Theurer Blvd Winona, MN 55987

4) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Fastenal Company
Agency Name	*Contractor Name*
12/22/2022	12/21/2022
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	William Drazkowski, Executive Vice President
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	2001 Theurer Blvd. Winona, MN 55987
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-18-51-01
AMENDMENT NO. 2

Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies
Oregon NASPO ValuePoint Master Agreement No. 8497
Fastenal Company

The parties hereto mutually agree to amend Participating Addendum Number 7-18-51-01 as follows:

Agreement is extended from June 30, 2019 to June 30, 2023. **Section 3.A (Term)** is revised to reflect the following:

> The term of this Participating Addendum shall begin upon signature approval by the State and end June 30, 2023, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain the same.

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

Participating State: STATE OF CALIFORNIA		**Contractor:** Fastenal Company	
By:	Marty Zuk for	By:	
Name:	Angela Shell	Name:	Nick Lundquist
Title:	Deputy Director	Title:	EVP
Date:	5-10-19	Date:	5-8-19

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-18-51-01
AMENDMENT NO. 1

Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies
Oregon NASPO ValuePoint Master Agreement No. 8504
Fastenal Company

The parties hereto mutually agree to amend Participating Addendum Number 7-18-51-01 as follows:

1. Contractor Contract Manager's Email, outlined in Section 16.A (Contract Management) is revised to reflect the following:

Name:	Monica Nelton
Phone:	(507) 313-7633
Fax:	(507) 453-7145
E-Mail:	Mnelton@fastenal.com
Address:	4730 N Service Drive Winona, MN, 55987

2. State Contract Administrator outlined in Section 16.B (Contract Management) is revised to reflect the following:

Name:	Yolanda Tutt
Phone:	(916) 375-4408
E-Mail:	Yolanda.Tutt@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

All other terms and conditions of the Participating Addendum shall remain the same.

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

Participating State: STATE OF CALIFORNIA	**Contractor:** Fastenal Company
By:	By:
for Name: Angela Shell	Name: Lee Hein
Title: Deputy Director	Title: EVP
Date: 10/10/18	Date: 10-5-18

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-18-51-01

FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND IDUSTRIAL SUPPLIES

Oregon NASPO ValuePoint Master Agreement No. 8497

Fastenal Company (Contractor)

This Participating Addendum Number 7-18-51-01 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and *Fastenal Company* (hereafter referred to as "Contractor") under the lead State of Oregon NASPO ValuePoint Master Agreement Number 8497.

1. SCOPE

A. This Participating Addendum covers the purchase of Janitorial Equipment & Supplies, Sanitation Cleaning Chemicals & Supplies, Fasteners, Material Handling, Plumbing, Power Sources, Outdoor Garden, Lamps & Lighting and Ballasts, Heating Ventilation Air Conditioning (HVAC), Hand Tools, Power Tools (excluding automotive related tools and products), Electrical, Paint, Security, and Safety (does not include any Public Safety Equipment) products under the Oregon NASPO ValuePoint Master Agreement. The Oregon NASPO ValuePoint Master Agreement Number 8496 is hereby incorporated by reference. Product categories included under this Participating Addendum are identified in Section 6.

B. This Participating Addendum is available for use by California state agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Oregon NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TECHNICAL SPECIFICATIONS

Technical specifications apply to both state and local government and include recently implemented state regulations. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

a. Agencies are to buy EPP products whenever they meet the agencies' needs while considering factors such as cost, performance and availability. Examples of EPP products are listed in the Department of General Services Purchasing Standards, and include but are not limited to janitorial cleaners, janitorial paper products, LED lamps, office desk lamps, seating, and televisions.

b. Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certifier. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must

include the industry standard it meets within the catalog product description.

c. Thermostat products must be Energy Star certified (https://www.energystar.gov/products/heating_cooling/programmable_thermostats).

d. At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycled content in each of the products and associated shipping/packaging materials sold. The recycled content shall include both post-consumer recycled content (PCRC) and pre-consumer (post-industrial) recycled content percentages. All products sold to State Agencies shall include the recycled content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycled Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. See Cal Recycled SABRC Program requirements for suppliers.

e. Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] See Regulations for Reducing Emissions in Consumer Products for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.

f. Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the state of California. Prohibited products shall be identified as "Does not meet California Requirements, cannot be shipped to California." Exempted products shall state the reason the exemption applies i.e. "Solely for industrial use. Potential health hazard: emits ozone." [17CCR§94800- §94810]. Further manufacturer and distributer information can be found at: http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm.

g. Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712. Only adhesives and sealants that are South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.

h. The state of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the state of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brush cutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc. See California Air Resources Board Off-Road Certification Database for a list of compliant products. Off-road power equipment must be identified as "CARB Certified" and include within the catalog product description its EO number.

i. High-Global Warming Potential (High-GWP) refrigerants for stationary sources are restricted for sale in the state of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) See California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants. Refrigerants must include their GWP_{100yr} value within the catalog product description.

j. Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1609.). Only appliances that are Energy Star® qualified shall be sold to state agencies. Appliances must meet most recent energy Star® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards Include: central air conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products. See The California Energy Commission Appliance Efficiency Database for list of compliant products.

k. Plastic trash bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR§ 17979 et seq Article 5.) See CalRecycled Recycled Content Plastic Trash Bag Program for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.

l. Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.

m. Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Paper Products*, as posted in the Buying Green website or meet the minimum PCRC and/or RC percentages listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent PCRC and percent RC.

Janitorial Paper Product Recycle Content Table

Commodity	PCRC % Fiber (min)	RC % Fiber (min)	Total RC % (min) by weight
Bathroom Tissue	30	20	40
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	30	30

General-purpose Industrial Wipes	40	40	80

n. Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Cleaners*, as posted in the Buying Green website..

o. When buying light emitting diode (LED) bulbs choose bulbs that meet the requirements of the Voluntary California Quality LED Lamp Specification.

p. Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.

q. Product Take-Back
Contractor to offer product take-back options for all products characterized as universal waste and products must be managed per the Universal Waste Rule (California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23, Standard for Universal Waste Management). Use of take-back services shall be optional to any participating state and local agency under this contract.

r. Sustainability/Environmental Practices
Contractor to provide link to their corporate-wide sustainability policy.

3. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2019 or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

4. TERMS AND CONDITIONS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) *Non-IT Goods* General Provisions (GSPD401Non-IT Commodities) effective 6/8/2010. The seven (7) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf. Exception: Article 11 of the General Provisions, is superseded by Section 4 (Order of Precedence) below.
2) State Departments' use of this master agreement is prohibited when there is a mandatory statewide contract for similar products. The current mandatory statewide contract with products that conflict with this NASPO ValuePoint agreement is listed in

the table below. The exception to this prohibition is when a department obtains a DGS/PD exemption approval. The State departments are responsible for verifying product availability.

Mandatory Statewide Contract		
1-17-62-31A/1-17-62-31B	California Lamp Contract	Lamps/Lighting. Fluorescent Lamps, High Pressure Soduim Lamps, Metal Halide Lamps
1-15-81-05, 1-16-81-05, 1-18-81-05	Plastic Bags Contract	Plastic Bags
1-16-80-10	Paint Recycled Latex	Paint Recycled Latex
1-17-73-02A / 1-17-73-02B / 1-17-73-02C	Food Service Supplies Disposable	Food Service Supplies Disposable
1-13-68-03	Salt Water Softener	Salt Water Softener

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-18-51-01
B. Oregon NASPO ValuePoint Master Agreement Number 8497
C. Oregon Solicitation DASPS-2183-17 including all Addendums

6. AVAILABLE PRODUCTS

A. The following product category offerings from the Oregon NASPO ValuePoint Master Agreement Number 8496 are allowed under this Participating Addendum:

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

7. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following restrictions apply to purchases under this Participating Addendum:

1) Public Safety Equipment
2) Automotive Related Tools and Products

8. PRICING

A. Contractor shall submit a Price List identifying market basket offered under this Participating Addendum for the State's approval.

B. The Price List shall include the following:

1) Manufacturer Part Number or Item Number
2) List Price
3) Discount off List Price
4) Contract Price

C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.

D. State-approved Price List will be posted on the State's Cal eProcure website.

9. EQUIPMENT ADDITIONS/DELETIONS

A. Contractor may add or delete equipment introduced or removed from the market basket by the manufacturer under the following conditions:

1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Oregon NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO VALUEPOINT Master Price Agreement.

10. SMALL BUSINESS/DVBE - (AUTHORIZED RESELLERS)

A. Contractor may use State-approved Small Business/DVBE Subcontractors under this Participating Addendum for sales and service functions as defined herein.

B. For the purposes of this Participating Addendum, Small Business/DVBE Subcontractors are classified as follows:

1) "Authorized Resellers"

a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

C. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Servicing Subcontractors.

D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

E. Subject to the approval of the State, Servicing Subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Servicing Subcontractors or changes to current Servicing Subcontractors' contact information at any time during the contract term.

F. Contractor will be required to submit Servicing Subcontractor requests, in a format specified by the State, to the State Contract Administrator for approval.

G. State-approved Servicing Subcontractors will be posted on the State's Cal eProcure website.

11. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. DELIVERY

A. Delivery time for in-stock items should not exceed 24-48 hours for all points within the Participating States. Non-stocked items must be delivered within 10 working days. State of California reserves the right to impose restrictions if necessary.

B. F.O.B. (Free On Board) Destination

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Non-IT Commodities General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Fastenal Company.
Name:	Monica Nelton
Phone:	507 313-7633
Fax:	507 453-7145
E-Mail:	Monica.nelton@fastenal.com
Address:	4730 N Service Drive Winona, MN, 55987

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	JJ Espinoza
Phone:	916 375-4393
Fax:	916 376-6371
E-Mail:	jj.espinoza@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days' prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Oregon NASPO ValuePoint Master Agreement Number 8497, at prices equal to or lower than the prices on that contract.

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

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services	Fastenal Company.
Agency Name	*Contractor Name*
Rhonda Smith 6/21/2018	6-18-18
Signature of Authorized Signer *Date Signed*	*Signature of Authorized Signer* *Date Signed*
Angela Shell, Deputy Director	Casey Miller EVP
Printed Name and Title of Authorized Signer	*Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605	2001 Theurer Blvd Winona, MN 55987
Address	*Address*