STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-18-51-01
AMENDMENT 6

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 21. GENERATIVE ARTIFIFICAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

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: 2024.09.06 13:44:47 -07'00' 9/6/2024	9/6/2024
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*