

MASTER SERVICES AGREEMENT

Contract #000000000000000000024677

This Master Services Agreement (“Contract”), entered into by and between the State of Indiana through the Indiana Department of Administration (the “State”) and FASTENAL COMPANY (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the Contractor

The Indiana Department of Administration on behalf of All State Entities (the “State”) is establishing a quantity purchase agreement (QPA) for Maintenance, Repair, and Operations (MRO) Products including Cleaning Chemicals & Janitorial Supplies, General Industrial Products, Lighting & Electrical Supplies, Plumbing Supplies, and Safety Supplies. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP #18-038, the Contractor’s response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

- Exhibit A** = State of Indiana Market Basket Pricing
- Exhibit B** = Non-Market Basket Discount Pricing
- Exhibit C** = Service Level Agreements and Key Performance Indicator
- Exhibit D** = Performance Metrics
- Exhibit E** = RFP #18-038 Documentation
- Exhibit F-1** = Sub-Agreement - Vending Use Agreement
- Exhibit F-2** = FAST Solutions Vending Master Order Form
- Exhibit G-1** = Sub-Agreement – Bin Stock Use Agreement
- Exhibit G-2** = Bin Stock Storage Equipment Catalog

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency
As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
2. K-12Indiana
The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
3. LibraryIndiana
The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.
4. Extension to Other Governmental Entities/OneIndiana
The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The

legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

5. Unless otherwise specified within this Contract, the term "Ordering Agency" shall refer to entities/procurement initiatives 1 -4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Restricted Items

The Contractor shall not supply any items that are restricted and/or part of existing State of Indiana QPAs or "state use" contracts unless authorized in writing by the State's Contract Manager. Restricted categories include but are not limited to: furniture, computer hardware and peripherals, computer software, telephone and telephone accessories, food and beverages, and office machine equipment.

Additionally, within certain MRO subcategories, preference will be shown to already established, item-specific QPAs first, at the discretion of the State. These categories include but are not limited to: trash liners, work gloves, brooms/brushes/mops, squeegees/handles, traffic cones, plastic cutlery, fire extinguishers, clothing, shoes, AEDs, paint/paint supplies, safety vests, and disposable gloves.

C. Contract Implementation

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State's needs and desires for a successful program by participating in a minimum of one meeting per week during the implementation process.

1. Implementation Process

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Project Management Plan to the State's Vendor Contract Manager:

- a) Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in high-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

- b) Planning

The Contractor shall establish business and punch-out requirements and schedule of the project (including a list of deliverables and delivery dates). The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

- c) Execution and Control

The Contractor's implementation team shall carry out the project and perform project activities. The Contractor shall include Internal Quality Assurance (QA) testing on the punch-out in this phase. Once the internal QA requirement for functionality and operability have been satisfied, the Contractor shall offer the project to the State for testing. This process shall continue until the State is satisfied that the application

meets the Contractor's contractual obligations, as well as the specifications defined in the Project Management Plan.

d) Closing

The implementation team shall remain in place at least 30 days after the roll-out date, at the discretion of the State's Vendor Contract Manager. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, and future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

2. Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation effort. The Contractor's team shall be led by an appointed Implementation Manager who shall be responsible for the overall management of the implementation process.

3. Implementation – Communication Tools

a) Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State's solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

b) Implementation Team Meetings

The Contractor shall schedule with the State weekly implementation team meetings. The Contractor shall prepare Meeting Agendas, shall facilitate the Team meetings, and shall provide Meeting Minutes after conclusion of the Team Meeting by the next business day.

c) Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project's implementation.

4. Training

a) Implementation Training

At no additional cost to the State, the Contractor shall work with the State and Ordering Agencies to provide users an opportunity through a kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and product shows around the State as well as additional vendor seminars and training at the direction of the State. As part of the Contractor's duty to provide training at the direction of the State, the Contractor may be required to host training sessions via internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

b) Post-Implementation Training

The Contractor shall continue to provide user training as needed after implementation pursuant to the training requirements of this Contract.

c) User Guides

The Contractor shall provide Roll-out Packets or User Guides to Ordering Agencies on how to best use the Contract and Punch-Out tool. The Contractor shall provide the User Guide documentation to the State Vendor Contract Manager for approval prior to release.

D. Account Management and Customer Service

1. Account Management Structure

The Contractor's Dedicated Account Management Team shall include (but is not limited to) a Dedicated Account Manager and a Customer Service Team. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

a) Director of Government Sales

a. Leads a team of Government Specialists that support states across the US.

b) Vice President of Government Sales

a. Works with the Government Sales and Support teams to implement contracts within the State, Local, and Higher Education customers.

c) State of Indiana Government Sales Specialist(s)

a. One of whom will act as Dedicated Account Manager – The Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract.

Daily inquiries such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Dedicated Account Manager will work directly with State Agencies and Contractor stores to support contract best practices, compliance, training (including customer and employee training), development of customized offerings for individual agencies, business reviews, implementation, disaster recovery leads, working with MBE/WBE participation, process mapping, local reporting, on-sites/vending/inventory management (where applicable), issue resolution, and customer satisfaction. The Dedicated Account Manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, item availability, and product information.

The Account Manager shall also actively market the products and services of this Contract to Governmental Entities and local schools under the K-12Indiana program. The Account Manager

shall also work with the State Vendor Contract Manager on the details and management of the Savings Model.

- d) State of Indiana Customer Service Team – The Customer Service Team shall be responsible for assisting the Ordering Agencies with any issues related to, but not limited to: product information, order status, delivery information, backorder information, contracted pricing, Market Basket item availability and ensuring service level compliance.

2. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to: Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Product Substitutions, Pricing Audit Report, K-12 Usage, additional reporting fields, etc. over the life of the Contract. The reporting model may be changed as deemed necessary by the State during the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State's request. The Contractor shall work with the State Vendor Contract Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

3. Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See **Exhibit C and D** for Service Levels and Performance Metrics.

4. Marketing and Promotions

The Contractor should provide an on-going marketing campaign to market this Contract to all current Ordering Agencies, as well as potential users that fall under the categories listed in **Section 1(A) of this Contract**. The Contractor should develop and present a Marketing Plan to the State of Indiana, and upon approval, the Contractor shall execute the Marketing Plan at no cost. The Contractor shall prepare all marketing programs and materials. Such marketing tools may include, but not limited to:

- Mailers
- Envelope inserts
- Poster ads
- Take-away cards
- Media releases
- Email blasts
- Product Fairs

The Contractor shall supply sample marketing requests and proofs for approval prior to printing. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

5. Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process as provided in the Technical Proposal of RFP #18-038 (see **Exhibit E**).

The Contractor's preferred method is to address and resolve the problem immediately at the local level. When a problem arises, the Contractor's branches are there to react fast and provide a solution to that problem same day. If problems continue, they will then be escalated to the District Manager level and to the Account Manager level. The Account Manager can also be contacted at any time with concerns. The Account Manager will address the situation immediately (same day) upon notification and will employ all available resources for resolution, and then work to provide solutions where needed. Potential problems may also be discussed in quarterly business reviews and, when appropriate, a corrective action form will be used to ensure that the problem has been resolved to the State's satisfaction.

In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Vendor Contract Manager and an electronic copy provided to the State. The State Vendor Contract Manager has the authority to contact the Contractor's Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor's Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary.

6. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. The plan shall include, but is not limited to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan, notification shall be sent to the State Vendor Contract Manager and an electronic copy provided to the State. The Contractor shall provide copies of the disaster recovery plan to all Ordering Agencies upon request.

7. Customer Service Hours

The Contractor shall provide customer services for all Ordering Agency locations Monday through Friday from 7:00AM to 5:00PM EST. This on-going support shall be provided via a toll free telephone number, email, and fax. The Contractor's Dedicated Account Manager shall be accessible by phone for emergencies such as, but not limited to, disaster relief, assistance with customer service, or orders that need to be placed.

8. Customer Service Response Time

The Contractor shall resolve all customer service issues within 48 hours of submission.

E. Quality Assurance

The Contractor shall provide only unused products, unless otherwise agreed to by the State Vendor Contract Manager. The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The Contractor shall repair and/or immediately replace any defective or failed item within the warranty period specified at no expense to the Ordering Agency (including labor, freight both ways, and materials) for products that are returned in accordance with the **Returns** Section of this Contract. In the event the product cannot be repaired or replaced to the satisfaction of the Ordering Agency, the Contractor shall refund any amounts paid by the Ordering Agency for the product. The

terms of this Contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor, manufacturer or other sources.

1. Warranty

Ordering Agencies are eligible to receive manufacturers' warranties and the Contractor shall honor all manufacturers' warranties and guarantees on the entire catalog of products offered as part of this Contract. If the manufacturer offers an on-site warranty, those warranty services shall be passed on to the Ordering Agencies. If a product warranty extends beyond the term of this Contract, the Contractor shall agree to provide warranty services throughout the life of the warranty.

2. Product Recall Procedures

The Contractor shall provide recall notification, regardless of level, in writing to the State Vendor Contract Manager and each Ordering Agency through the most expedient method possible. The notices, at a minimum, shall include an item number, complete product description, delivery order number and disposal instructions.

The Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the State. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each Ordering Agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

3. Test Samples

Contractor shall supply sample products in sufficient quantities for testing purposes when reasonable and requested. The Contractor shall contact the State Vendor Contract Manager in instances where the request for samples is believed to be unreasonable. The State Vendor Contract Manager shall deem if the request is reasonable or unreasonable. Samples shall be provided at no expense to the Ordering Agency and delivered within 2-4 business days of request.

F. Ordering

1. Catalog

d) Hard Copy Catalog

Hard copies of the Indiana Maintenance, Repair, and Operations (MRO) Products Catalog shall be available upon request, at no cost, to Ordering Agencies for ordering under this Contract. Requests for hard copy catalogs should be submitted to Customer Service.

REQUEST HARD COPY CATALOG	
Contact:	Ken Lyons
Telephone:	317-223-8007
Facsimile:	507-494-6567
Email:	klyons@fastenal.com

e) Electronic Catalog

The contract items listed in the Indiana Maintenance, Repair, and Operations (MRO) Products Catalog shall be available for viewing through the Contractor's website. The Contractor's electronic catalog provided as part of the online ordering system contains only those items

available in the Indiana Maintenance, Repair, and Operations (MRO) Products Catalog.

VIEW ELECTRONIC CATALOG	
Website:	www.fastenal.com

User Access:

State Agency personnel shall be able to access an electronic catalog with the Contractor. Users shall not have the authority to purchase or create orders through the electronic catalog. Users shall have the following capabilities within the electronic catalog:

- Search electronic catalog for contract items
- View contract item information (with pricing)
- Create Carts

2. Ways to Place an Order

The Contractor shall be able to receive orders by any of the following methods: electronically via State's punch-out, K-12/Library/OneIndiana BPS catalog, phone, fax, in store via purchase order and confirming purchase order. The Contractor shall have internal controls, approved by the State of Indiana, to:

- a) Ensure that only authorized individuals place orders
- b) Verify any orders that appear to be abnormal
- c) Confirm that the State Vendor Contract Manager has authorized purchase, from a State Agency, of any restricted or special request item.

3. Order Confirmation

An e-mail order confirmation shall be sent to the Ordering Agencies buyer within one (1) hour of Contractor's receipt of purchase order. This order confirmation shall include the following information, but not limited to: Purchase Order Number, Order Date, Ship To Information, list of ordered items, list of shipped items, backordered items, and expected delivery date. In lieu of an email address, this confirmation shall be faxed. If the confirmation does not match the requested items, the Ordering Agency shall contact Customer Service.

4. Sourced Items

Ordering Agencies may purchase items that fall within awarded categories, but are not within the Contractor's standard offerings. Standard offerings include the Contractor's full line catalog – anything on the web, in stores, or acquired through existing manufacturer relationships. Sourced items are items not within the Contractor's standard offerings. When an Ordering Agency requests such an item, the Contractor's Dedicated Account Manager shall provide a detailed quote from the manufacturer to the Ordering Agency. The quote at a minimum shall include: Quote Date, Valid until Date, Item Quantity, Item Description, UOM, Item Price, Order Total, and Lead Time. Sourced item orders shall be processed by the next business day of receipt.

Because sourced items are not part of the Market Basket (see **Exhibit A**), they will be sold with the Non-Market Basket discount for the category to which they belong (see **Exhibit B**).

Contractor will respond and complete all quotes within 24 hours of receipt; if a delay is anticipated, it will be communicated to the Ordering Agency immediately.

5. Volume Discounts
The Contractor shall negotiate better pricing, while accomplishing the Ordering Agency's needs, with an Ordering Agency on an individual basis at any time throughout this Contract period. If the Ordering Agency is a State Agency, prior written approval from the State Vendor Contract Manager is required.

G. eProcurement

1. State Agency Punch-Out
The Contractor agrees to provide an online catalog (punch-out) through the State's PeopleSoft system that shall be used for pricing and ordering purposes. The Contractor shall meet all eProcurement specifications with regards to the punch-out as specified in the RFP documents (see **Exhibit E**).
 - a) System Requirements
The Contractor's system shall be able to identify an item is Market Basket, environmentally preferable, in stock or backordered, Minority/Women Owned Business, and suggest low-cost alternative items within a user's cart. Users shall be able to conveniently create and save shopping lists for ease of ordering at a later date. The Contractor's system shall have a searchable Market Basket list of contract items separate from the full catalog.
 - b) Limitation and Restrictions
The Contractor shall be able to block sections of its catalog from view. Similarly, the Contractor shall be able to program its ordering system to flag restricted items and verify that the Ordering Agency has approval from the State Vendor Contract Manager before shipping the items; this requirement is especially important for non-online ordering.
 - c) System Maintenance and Uptime
The Contractor shall maintain a reasonable system uptime of ninety-nine percent (99%) during the operational hours of Monday through Friday, 7AM – 5PM EST. The Contractor shall immediately notify the State Vendor Contract Manager of any system issues. Any content errors discovered on the Contractor's punch-out shall be corrected by the next business day of notification to the Contractor of the error or, generally, of any scheduled maintenance to the punch-out.
 - d) Third Party Management
The State reserves the right to use a third party for the management of the contract catalog (full line of market and non-market basket items). Upon notice by the State, the Contractor agrees to provide catalog data in the cXML format specified by third party hosting vendor to an SFTP site. Any price or product information changes may require an updated file be submitted to the SFTP site for approval in advance of any anticipated changes and shall be subject to State review and approval.
2. K12 / Library / OneIndiana / Other Local Governmental Entities
The Contractor shall work with the State and K12/Library/OneIndiana purchasing portal to provide the ability of either a punch-out or catalog to K-12 schools and other Governmental Entities purchasing off of this Contract.
K-12Indiana Portal: www.K12Indiana.com
LibraryIndiana Portal: www.LibraryIndiana.com
OneIndiana Portal: www.oneindiana.net

H. Market Basket / Non-Market Basket

The Contractor shall meet the State's requirement for a quarterly item review of all Market Basket items in which the Contractor shall assist the State in revising items. The Contractor shall provide assistance in product selection for the State's Market Basket with the intent to make sure the Market Basket contains relevant items. The Contractor shall provide reports to the State that shall assist in identifying high-usage, low cost items that should be added to the Market Basket. The quarterly item review is not an opportunity for market basket/non-market basket price increases; all pricing review will take place per the language in Section 2 **Consideration** of this document.

1. Product Availability

Contractor agrees that there shall be no cancellation of products within the Market Basket used without an equal and acceptable replacement pre-approved by the State Vendor Contract Manager during the term of the agreement. The Contractor must communicate manufacturer's discontinuation of any products to the State Vendor Contract Manager in writing within thirty (30) business days. In such instances, Contractor shall work with the State Vendor Contract Manager to identify and implement alternative options that shall maintain or reduce costs and supply equal or greater quantities per UOM associated with the replacements. The Contractor shall be prepared to offer detailed quarterly reports if requested by the State, displaying removed items off of contract list and suggested replacements.

2. Fill Rate Guarantee

The Contractor shall maintain a 100% fill rate for delivery of Market Basket items within 48 hours. Any item backordered from the Market Basket shall be provided at no charge to the State. The State acknowledges that the Contractor shall not incur penalties for any failure to meet a 100% fill rate (i) as the result of a force majeure event including significant shortages of raw materials or (ii) for any Market Basket orders containing extraordinarily large quantities. In addition, a penalty shall not apply if the Contractor and the Ordering Agency mutually agree to substitute a back-ordered Market Basket item with a similar item. The substituted item shall not exceed the price of the back-ordered Market Basket Item. For Non-Market Basket items, the Contractor shall maintain a 95% fill rate for delivery within 7 business days. All of this applies, unless otherwise approved by the State.

Line items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level. Orders not filled and partially filled shall be indicated on the packing list. Contractor shall be prepared, upon request, to provide documentation of fill rate to the State and work to reduce reordered, back-ordered, or partially filled orders.

I. Shipping / Delivery

The Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana, where some may include desktop delivery, and meet specified delivery requirements as well as delivery to all other Ordering Agency locations. This shall include desktop delivery within given State facilities. The Contractor shall receive a weekly report from the State to identify delivery State Agency site updates or new locations.

1. Delivery Timeframes

Except for sourced products and special circumstances discussed by the Contractor, Ordering Agency, and State Vendor Contract Manager, the Contractor shall use commercially reasonable efforts to ensure that orders

placed shall be dock or desktop delivered, whichever the ordering location prefers, within twenty-four (24) hours. The Contractor shall use commercially reasonable efforts to maintain an on-time delivery percentage of 99%.

2. Shipping Charges

The Contractor agrees that all prices include shipping and handling fees required to provide delivery to all State and Ordering Agency locations unless specifically approved in writing by the State of Indiana Vendor Account Manager. The Contractor shall remain responsible for goods until the Ordering Agency takes possession.

3. Proof of Delivery

The Contractor shall provide proof of delivery for an order upon request from the Ordering Agency that shall include, but not limited to, the accepting individual's name, signature, delivery date, delivery time, and packing list.

4. Backorders

In the event that a product is backordered, partial shipments or shipment is delayed for any reason, the Contractor shall notify the Ordering Agency of such delay in the following ways:

- a) Backordered item(s), item number (s), and expected delivery date(s) shall be annotated on the email order confirmation.
- b) Backordered item(s) shall be annotated on the packing list that the Ordering Agency receives with the order and include the expected delivery date(s).
- c) Contractor's online catalog/punch-out provides in-stock/backorder status.

The Contractor shall then work to fill the backorder. If the Contractor's system is unable to fill a line, the Contractor's local purchasing group shall source the backordered item. If an item is discontinued, or unavailable, the Contractor shall call the Ordering Agency and give a choice of canceling the order, or a like-for-like alternate.

5. Product Substitutions

Product substitution is not allowable unless pre-approved in writing by the State or Ordering Agency, and only then may the item be shipped. The substituted item shall be of equal functionality and quality and shall not exceed the contract price of the back-ordered or unavailable item. Contractor shall submit a quarterly report of all items that have been substituted.

J. Billing/Payment

1. Invoice

The Contractor shall invoice the State only after items have been delivered prior to payment. The Contractor shall invoice the State only after completion of the work described in the purchase order/Contract, and as required below prior to any payment. The Contractor shall submit an invoice to the Ordering Agency's Bill To Address. The Contractor's invoice shall identify, at a minimum, the information listed below:

Invoice Number, Invoice Date, Ordering Agency's Bill To Information, Ordering Agency's Ship To Information, Business Unit, Purchase Order Number, Item Number, Item Description, Order Qty for each Item, Item Price, Invoice Total

2. Billing

The Contractor understands and agrees that the invoice shall;

- Include only charges for products that have been shipped/fulfillment completely
- Not include any items shipped separately or backordered item(s), which shall have a separate invoice for payment on the same Purchase Order
- If multiple invoices are sent for the same Purchase Order, there shall be a note that it is for partial payment
- Not include sales tax or shipping charges

3. Payments

It shall be the responsibility of the "Bill To" Agency to make payment. Any questions concerning payment should be addressed to the "Bill To" Agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's Dedicated Account Manager to determine the issue and path of resolution.

The Contractor agrees that the timeframe for payment (and any discounts) begins when the "Bill To" Agency is in receipt of a correct invoice that meets the minimum requirements stated above and products have been delivered in satisfactory condition.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by Governmental Entities, including K-12 entities or libraries.

K. Returns

For all products, the Contractor shall accept returns from an Ordering Agency within thirty (30) business days of receipt of product. For all returns, the Contractor shall provide full credit or full refund to Ordering Agency, whichever an agency requests, within thirty (30) business days. With the exception of damaged or defective items, Ordering Agencies shall use best efforts to return products in original packaging (including manuals and all parts), in resalable condition and a copy of the packing list. Without a packing list, items will be eligible for an exact-item exchange or merchandise credit.

Product returns shall be processed by calling Customer Service or filling out the return request form located on the Contractors website. The product will then be added for pick up on the next scheduled delivery day.

The Contractor shall credit all returns to the Ordering Agency within fifteen (15) business days of receipt.

1. Damaged Freight, Error in Shipment, Defective Items

The Contractor shall pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment. Ordering Agencies shall be credited the full amount of all items returned. All credits shall be made to the account codes used to purchase the returned items. If the order had multiple account codes, the Ordering Agency shall instruct the Contractor to which code or codes the credit shall be assigned. The Contractor shall issue credit within fifteen (15) business days once item has been returned to Contractor's warehouse.

2. Restocking Fee

Contractor shall not impose a return or restocking fee on Ordering Agencies for items that have been returned in accordance with the Returns section.

L. Reporting/Metrics

The Contractor shall provide the State and Ordering Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State or Ordering Agency within 2 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

1. Savings Model

The Contractor shall work with the State Vendor Contract Manager to develop a mutually agreed upon Savings Model, within ninety (90) days of final State signature, which reflects the actual savings over the life of this Contract. The Contractor shall report on the Savings Model at each Quarterly Business Review (QBR) and shall provide updates upon request.

2. Usage Reports

The Contractor shall track all system and usage data to report at each QBR. The report shall include, but not limited to, Market Basket/ Non-Market Basket/Sourced Item Indication, Recycled, MWBE product, Item Number, Item Description, Item Category (see Categories referenced in **Exhibit B**), Quantity, Unit of Measure, List Price, Price Charged per UOM, Extended Price Charged, Order Date, Purchase Order Number, and Ordering Entity. The Contractor shall provide updates upon request.

3. Year End Usage Reports

The Contractor shall track all system and usage data to report at the end of each contract year. The report shall include, but not limited to, Market Basket/Non-Market Basket/Sourced Item Indication, Item Number/SKU, Item Description, Item Category (see Categories referenced in **Exhibit B**), Quantity, Unit of Measure, List Price, Web Price, Price Charged per UOM, Extended Price Charged, Order Date, Purchase Order Number, and Ordering Entity.

4. Close Out Reports

The Contractor shall submit final close out reports to the State Vendor Contract Manager upon the expiration or termination of the Contract. Reports shall include, but not limited to, all standard reports for usage up to the expiration or termination date of the Contract, close out reporting of outstanding credit refunds, and close out reports detailing final payment completion.

5. Pricing Audit Report

The Contractor shall work with the State Vendor Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3-month period, item list price at the time of purchase, whether it is a Market Basket/Non-Market Basket/Sourced item, any percentage discounts applied, and the price the Ordering Agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

6. MWBE Subcontractor Compliance

The Contractor shall enter, on a monthly basis, payments into the Minority and Women's Business Division online audit tool, to each Minority and Women's Business subcontractor committed to in this Contract.

The Contractor shall report on subcontractor compliance at each QBR; this report shall include, but is not limited to, percentage utilization, project utilization, items purchased, and pricing audits. These reports shall be submitted to both the

Vendor Contract Manager and a representative from the IDOA Division of Supplier Diversity, at the discretion of the State.

7. Indiana Economic Impact (IEI)

The Contractor shall track and report on a quarterly basis actual full time equivalent (FTE) employees that are Indiana residents specifically working on this Contract. The Contractor shall be held to the commitment specified at time of award, as detailed on the Indiana Economic Impact form in the RFP documents (see **Exhibit E**). FTE's that shall be included in this report are employees working on this Contract ONLY. Employees working on this Contract, but not full time, shall be counted as a fraction or percent of one (1) employee. The Contractor shall work with the State to develop and provide the method of tracking IEI and detailed job descriptions within 90 days of final State signature.

M. Miscellaneous Commitments

1. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall contain all sections of this Contract. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.

2. Directed Sourcing

The Contractor and the State agree to work together to develop a mutually agreed upon directed source commitment program. A directed source provision is a contractual commitment whereby the Contractor is required to purchase and/or sub-contract for items specified from a preferred or directed source. The directed source commitment program shall include the following requirements:

- a) Contractor agrees and understands that all approved State Use products – relating to the Maintenance, Repair, and Operations (MRO) Products categories – will be available through work center QPAs or through the directed source provision.
- b) Contractor agrees to sell approved items from work centers unless the work center (vendor) cannot meet the delivery and/or specifications, as requested. Approved items shall include those listed on current State Use Contracts.
- c) State Use products shall be introduced on an annual basis and included with this directed source provision.
- d) At the time an approved item is introduced and included with the directed source provision, the State and Contractor shall determine the appropriate mark-up, if any. Only items that are warehoused and delivered by the Contractor shall be subject to a mark-up. A fair market assessment shall be provided as justification for proposed mark-up and shall receive approval of the State Contract Manager before item is introduced through this Contract.

3. Retail (if Applicable)

4. Purchasing Card

The Contractor shall accept the State's Purchasing Card (P-Card) as an optional form of payment, if advised by the State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

N. Dispensers

1. In consideration of the State's purchase of Commercial Cleaning and Janitorial Supplies, the Contractor will provide, at no cost to the State, free on loan equipment ("FOL Equipment") subject to the terms and conditions of this Agreement.

The FOL Equipment is and will remain the property of the Contractor until an initial term of twenty-four (24) months following installation has been fulfilled. Upon the twenty-four (24) month fulfillment period, the State will take ownership of leased dispensers.

The State, if necessary, will be responsible for providing utilities (water, electricity, etc.) in order to install and use FOL Equipment.

FOL Equipment will only be used with products provided by the Contractor for twenty-four (24) months from the date of installation. Replacement paper products will be priced based on **Exhibit A** or **Exhibit B** of this contract.

During regular business days, excluding holidays observed by the Contractor and/or its agents, the Contractor will:

- (a) Transport FOL Equipment and product to locations within the State's building(s).
- (b) Remove any existing equipment
- (c) Place new FOL Equipment on the wall according to ADA guidelines. Supplier will use the footprint of the existing equipment and existing holes will be covered with new units when possible. Due to the diversity and condition of surfaces where FOL Equipment is placed, installers do not patch or fill holes that are not covered by the footprint of the new dispenser.
- (d) Remove the old equipment and any trash

The State will maintain the FOL Equipment according to manufacturer instructions. The Contractor warrants that the services shall be performed in a professional manner in accordance with prevailing industry standards. The Contractor will pass on manufacturer warranties provided on the FOL Equipment to the extent permitted by its agreements and shall facilitate working with the manufacturer to enforce the manufacturer's warranty.

The Contractor shall ensure that all necessary approvals from facility management or any landlord, as applicable, are received prior to FOL Equipment installation.

O. Vending Solutions

In consideration of the State purchasing MRO products from the Contractor, Fastenal Automated Supply Technology ("FAST") Vending Solutions will be provided, at no cost to the State, subject to the terms and conditions of this agreement.

The Contractor and the State agree that there shall be sub-agreements to this document known as Vending Use Agreements ("VUAs"). All VUAs shall be written under the authority of, and consistent with, the terms and conditions of this Contract. All VUAs shall be made a part of this Contract and are incorporated herein by reference. The FAST Equipment is and will remain the property of Fastenal Company.

1) Ownership

The Contractor shall maintain full and exclusive ownership of all FAST Vending Solutions (FVS) equipment. The Contractor retains the right to terminate and remove the FVS equipment from the Customer site, at the Contractor's sole discretion and

without liability. Customer may terminate this Agreement if the Contractor does not provide timely service of the FVS equipment, including the replenishment of products. Customer will provide the Contractor thirty (30) days advance written notice and a reasonable opportunity to cure and service deficiencies, prior to termination.

- 2) Spend Expectation
As condition of utilizing the FVS Units, the parties agree that the Customer will work in good faith to increase its overall purchases of products from the Contractor at the location of the FVS Units as referenced on the VUA. Installation of the FVS equipment is required within ninety (90) days from the VUA date or the agreement will be subject to cancellation.
- 3) Assignment
Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without the Contractor's written permission.
- 4) Title to Products, Risk of Loss and Taxes
The Contractor shall retain title to and a security interest in all products stored in the FVS equipment. Title to Products shall pass to Customer only when Customer purchases products and such products are withdrawn from the FVS equipment by Customer as described below. Until such products are so purchased by Customer, the Contractor shall bear all risk of loss with respect to products located in the FVS equipment, including but not limited to, loss or damages caused by flood, fire, earthquake, terrorist act, severe weather and negligence provided, however, that the Contractor shall not bear the risk of loss resulting from the negligence of Customer or Customer's agents. Should Customer not elect to use the consignment option, Customer will retain title and ownership of product once product is purchased from the Contractor and placed in machine for dispensing.
- 5) Payment
Payments for products will be made by Customer as outlined in the Contract.
- 6) Customer will be subject to the terms of the 'End-User License Agreement for Vendor Software' when using the FVS equipment. The Contractor will not be responsible or liable for any loss, damage, expense, or claim incurred by Customer arising out of the Customer's use of the FVS equipment.
- 7) Warranty
Products sold through the FVS equipment shall be sold pursuant to the terms and conditions as set forth in the Contract.

P. Bin Stock

- 1) FAST Solutions Bin Stock Definition
The Contractor and the State agree that there shall be sub-agreements to this document known as Bin Stock Use Agreements ("BSUAs"). All BSUAs shall be written under the authority of, and consistent with, the terms and conditions of this Contract. All BSUAs shall be made a part of this Contract and are incorporated herein by reference.

The Contractor will provide, maintain, and stock certain product storage bins (herein "Bins"). The Bins will be maintained on the premises of the Using Agency at the

address specified in the BSUA. The Using Agency will provide the Contractor with space and reasonable access to the facility to conduct material handling service for the Using Agency at mutually agreeable times. The Contractor shall monitor and stock the Bins with product as needed per the Using Agency's usage.

2) Title & Risk of Loss

Title to the Bins shall transfer to the Using Agency after the term of this Agreement. Should this Agreement be terminated before the two year initial term expires, all Bins shall be purchased by Buyer at a pro-rated price based on 10% discount off the Contractor's wholesale price or the State's contract price (whichever is less) for said Bins within ten (10) days from the date of termination. Pro-rated price is calculated by dividing the total value by 24 months, multiplied by the number of months left in the Agreement, following termination. The Using Agency shall bear and be responsible for the risk of theft, loss, damage, or destruction of the Bins unless caused by the negligence or misconduct of the Contractor.

3) Eligible Products

Only products supplied by the Contractor may be stored in Bins provided.

2. Consideration

Total Remuneration under this Contract shall not exceed \$7,855,842.50. The Contractor agrees that all prices include delivery, shipping, service and administrative costs required to provide delivery to all State locations unless specifically approved, in writing, by the State.

A. Market Basket Pricing

The Contractor shall provide products identified by the State, K-12, and Library entities as core items required by Ordering Agencies to support normal business operations on a regular basis, as referenced in **Exhibit A**.

B. Non-Market Basket Pricing

The Contractor shall provide products that are available in the Contractor's current standard offerings with a Non-Market Basket Discount based on the category into which the products fall. Identified Non-Market Basket Discounts, as referenced in **Exhibit B**, shall remain the same **or better** for the life of the Contract including option years and extensions.

1. Sourced Products

In the case of products that fall within awarded categories which the Vendor sources on behalf of the State and which are not part of the Vendor's standard offerings, the State shall receive the Non-Market Basket Discount for the category into which the products fall, where applicable, at the discretion of the State Vendor Contract Manager.

2. Retrospective Discount

For any of the forty-five (45) highest spend Non-Market Basket items, which include seven (7) Commercial Cleaning and Janitorial Products, nineteen (19) General Industrial, six (6) Light and Electrical Supplies, ten (10) Plumbing Supplies, and three (3) Safety Supplies items, the Vendor agrees to apply a retrospective discount of seven percent (7%) off the contracted sell price less any deviations – such as an applied credit, promotional price, price match, or volume discount - that occurred at the time of purchase. The Vendor will provide this discount in the form of an administrative fee, submitted as a check to the Indiana Department of Administration each quarter, after the quarterly review and identification of these 45 items.

C. Pricing Terms

1. Price Hold

All item prices shall remain set and unchanged for the initial twelve (12) month after the Contract effective date. The net effect of any price changes cannot increase the total cost to the State. After the initial 12 month period, price increases shall be approved by the State of Indiana on an annual basis with valid documentation from manufacturer on list price increase. Price increases per item shall continue to reflect the Contractor's original discount percentage or better. Price change will go into effect 30 days after approval documentation has been sent to Contractor from the State of Indiana.

Quarterly market basket composition and non-market basket percentage off list price reviews will begin at the first quarterly business review and at every quarterly review for the remainder of this Contract. The State reserves the right to adjust the Market Basket items and Non-Market Basket percent off list price during the initial twelve (12) months.

The approval document for price changes shall be issued through an amendment to this Contract by the State and include a new item listing, or **Exhibit A**, which will replace all prior versions of the item listing.

2. Price Match

If it is discovered that a product can be purchased from **www.fastenal.com** for a price lower than its current contracted pricing, Contractor shall match the lower price for all products that are an exact item match. Price match purchase must have the approval of the State Contract Manager, as a special request purchase shall be required.

D. Pricing Errors and Overcharges

For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the State in full for all overcharges. Additionally, the Contractor shall pay to the State 10% of total purchase price of the accurately-priced items which had been invoiced at incorrect pricing, at the discretion of the State, if the Contractor fails to correct pricing discrepancies within 14 days of notification. The State shall pay Market Basket Price less 10% if any Market Basket items are removed without notification forcing Non-Market Basket Substitutes to be purchased. Any pricing errors shall be corrected by the next business day of notification to the Contractor of the error. The Contractor shall provide a credit to the Ordering Agency for pricing errors or penalty fees. In the event that multiple agencies are involved, credit distribution shall be determined at the discretion of IDOA.

E. Financial Warranty

The Contractor shall not use the State of Indiana's Market Basket pricing, as listed in **Exhibit A**, to negotiate lower prices on existing or new contracts ("Competing Contracts") with entities that are Ordering Agencies, as defined in **Section 1(A)** of this Contract. If the Contractor executes Competing Contracts that include any Market Basket item contracted hereunder to an Ordering Agency, and the Market Basket item is provided at a price lower than that which is charged under this Contract, the lower price per item shall be effective from the date the Competing Contract was executed.

In addition to the State's new Contract price per Market Basket item, which resulted from the Competing Contract's lower price per Market Basket item, the Ordering Agency shall also be entitled to a credit for the difference between the amounts paid per Market Basket item, as listed in **Exhibit A**, and the Competing Contract's lower price per Market Basket item. The credit will be calculated based on the historical volume ordered by each Ordering Agency from the date the Competing Contract was executed to the date the

vendor updates the Market Basket item prices in the eProcurement Punch-Out, as discussed in **Section 1(G)** of this Contract.

It shall not be a violation of this section for the Contractor to respond to a bid, request for proposal, request for quotation, or similar public solicitation process ("Bid") from any Ordering Agency **and** to offer different prices for products not offered in this Contract's Market Basket, as listed in **Exhibit A**. Further, it shall not be a violation of this section for the Contractor to negotiate a local Market Basket ("Local Market Box"), for any Ordering Agency, with the exclusion of State Agencies, to offer different prices for products not offered in the State Market Basket, as listed in **Exhibit A**. A Local Market Box consists of State Market Basket items, priced as listed in **Exhibit A**, plus Non-Market Basket items. Non-Market Basket items included in the Local Market Box shall not impact, alter or change the State's Non-Market Basket percent off list price, as referenced in **Exhibit B** of this Contract. It shall not be a violation to offer Market Basket item(s) to an Ordering Agency at a lower price if a onetime bulk purchase is made. However, for a one time bulk purchase to be made, prior written approval from the State Vendor Contract Manager is required.

F. Discounts and Rebates

3. Term

This Contract shall be effective for a period of two (2) years with the option to renew for two (2) additional years in one (1) year increments. It shall commence on February 15, 2019 and shall remain in effect through February 14, 2021.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the

Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
 - 1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive

administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option (Removed by Mutual Agreement)

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

- A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
 3. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
 4. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
 5. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
 6. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states

endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
WBE		Williams Cylinders & Controls, Inc.	Professional Procurement	02/15/19	2.000
MBE		BC Forward	Contract Services/Staffing/Sales Projects	02/15/19	1.000
MBE		JohnCo Corp	Product Brokerage	02/15/19	6.000
WBE		A.G. Maas	Professional Procurement	02/15/19	5.000
WBE		Acorn Distributors, Inc	Janitorial	02/15/19	1.000
MBE		Diversity Press, LLC	MRO Clothing, Hi-VIS Safety Wear, Safety Supplies	02/15/19	1.000

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The subcontractors and percentages above will remain fixed for the first full year of this Contract, at the discretion of the Vendor Contract Manager and IDOA Division of Supplier Diversity.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool,

commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Emily Cranfill, Vendor Contract Manager
Indiana Department of Administration
402 W. Washington Street, Room W468
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Bill Franssen, Government Sales Director
Fastenal
237 Elliott Avenue
Charlottesville, VA 22903

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#18-038, (4) Contractor's response to RFP#18-038, and (5) attachments prepared by the Contractor. All

attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written

form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated.-The Contractor shall continue any work or provision of goods not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
Veteran		Worldwide Filters, LLC	Product Brokerage Service	02/15/19	2.000
Veteran		Hydronic & Steam Equipment Co., Inc	General Industrial, Plumbing Supplies	02/15/19	1.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 19. Employment Option (Removed by Mutual Agreement)
- 27. Insurance

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

FASTENAL COMPANY

Indiana Department of Administration

By: 

By:

Title: Vice President - Govt Sales

Title:

Date: 2/12/19

Date:

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Exhibit A: State of Indiana Market Basket Pricing

Commercial Cleaning & Janitorial Products Market Basket

Fastenal Part Number	Detailed Product Description	Price
0612630	1250mL Bottle GOJO[REG] Clear and Mild EcoLogo BioPreferred Foam Handwash Refill	\$ 15.40
0612631	1250mL Bottle GOJO[REG] Antibacterial Plum EcoLogo BioPreferred Foam Handwash Refill	\$ 11.43
0616075	Citrus Scented Purell[REG] Sanitizing Wipes Canister 270Ct	\$ 9.49
0621064	5gal Zep Professional[REG] Z-Tread Utility Floor Polish/Finish	\$ 39.47
920076080	Scour Pad 6x9 HD Green, 12 ct	\$ 4.96
0603780	White Electric 1500W Xlerator[REG] Automatic Hand Dryer	\$222.75
99416340	Flo-Pac[REG] Yellow Bucket/Wringer w/Down Press Wringer, 26 - 35 Qt	\$ 41.98
920076084	Scrubber Sponge, 4x6 Med Duty, Yellow Cellulose w/Green Scrub Pad	\$ 0.87
0614186	Reclaimed Color Knit Wipers 23.50 lbs.	\$ 12.75
0622138	4oz Bottle Clean Choice[REG] Hand Sanitizer w/Cap	\$ 14.51
0603756	1250mL 5161-03 GOJO[REG] Luxury Foam Hand Wash Refill	\$ 30.50
920076083	20" White Polish Pad	\$ 2.07
620223-131515	20" White Polishing Floor Pads	\$ 11.81
0622139	8oz Bottle Clean Choice[REG] Hand Sanitizer w/Pump	\$ 17.63
0622141	2L Bottle Clean Choice[REG] Hand Sanitizer w/Pump	\$ 7.77
0614163	Reclaimed White Knit Wipers 9.25 lb.	\$ 13.79
0620234	Antibacterial Deodorant Bar Soap, Unwrapped, White, 2.5oz, 200/Cartron	\$ 37.00
0621064	5gal Zep Professional[REG] Z-Tread Utility Floor Polish/Finish	\$ 39.47
0601849	2-Ply White Clean Choice[REG] Standard Bathroom Tissue 550Ct Roll	\$ 0.41
0622137	1gal Orange Clean Choice[REG] Moisturizing Antibacterial Hand Soap	\$ 14.10
0612198	White 12.5A 1500W Automatic Hand Dryer	\$334.80
920076096	Free & Gentle Liquid Laundry Detergent, 100 oz Bottle,	\$ 12.63
99250056	SPONGE SCRUBBER MEDIUM DUTY PAD SPONGE	\$ 15.07
0612002	35qt Yellow Clean Choice[REG] Bucket & Side Press Wringer Combo	\$ 24.65
0623342	1Qt Bottle Blue Floral Scented Acid Bowl Cleaner	\$ 1.63
12801-00191	BROWN HARD ROLL TOWEL (ROLL)	\$ 3.28
0616588	1200mL Bottle Purell[REG] Advanced Instant Hand Sanitizer Foam Refill	\$171.95
0621064	5gal Zep Professional[REG] Z-Tread Utility Floor Polish/Finish	\$ 39.47
0622141	2L Bottle Clean Choice[REG] Hand Sanitizer w/Pump	\$ 7.77
0606222	24" x 32" 0.9 mil 12 - 16 gal LDPE Black Clean Choice[REG] Can Liner	\$ 0.05
0617387	1.2L Cartridge Clear Clean Choice Gentle Foaming Hand Soap	\$ 29.06
0618081	1qt (32oz Net Fill) Spray Bottle Talon[REG] Concentrated All Purpose Degreaser	\$ 1.76
920076108	Towel Multifold White 9x9.5, 250/pack	\$ 1.28
0622136	1gal White Clean Choice[REG] Lotion Hand Soap	\$ 4.06
0610057	White/Blue Mint Scent HEALTH GARDS[REG] Urinal Screen w/Non-Para Block	\$ 12.10
0611804	15" x 16.7" White 3-Ply Pop Up Light Duty Delicate Task AccuWipe[REG] Cloth 70ct	\$ 3.17
920076082	20" BLACK Strip Pad	\$ 3.32
620218-131515	20" Black Stripping Floor Pads	\$ 18.90
0622133	40oz Bottle Blue Clean Choice[REG] Concentrated Dish Detergent	\$ 1.99
620016-131453	19 oz net wt claire[REG] Germicidal Cleaner	\$ 2.68
0603753	2000mL 5261-02 GOJO[REG] Luxury Foam Hand Wash Refill	\$ 30.50
0601849	2-Ply White Clean Choice[REG] Standard Bathroom Tissue 550Ct Roll	\$ 0.41
0660000	12.5" x 13" White 1/4 Fold Industrial Strength Clean Choice[REG] DRC Wiper 56Ct	\$ 22.32
0600531	White Electric 2300W Push Button Hand Dryer	\$175.50

0606017	2L Bottle Orange Heavy Duty Concentrated Multi-Task[TM] Cleaner/Degreaser	\$ 33.58
0617379	1L General Purpose Clean Choice[REG] Foam Soap	\$ 26.00
0601841	7.9" x 800' White 1-Ply Clean Choice[REG] Towel Roll	\$ 4.29
0609004	12" x 12.5" White Bucket Kimtech Prep[REG] Melt Blown Wiper 90Ct	\$ 9.97
0616880	12.5" x 16.8" CC800 Blue Perforated Box Clean Choice[REG] Wiper 160Ct	\$ 18.10
0620399	Reclaimed Color Knit Wipers 46.50 lbs.	\$ 24.87
0611988	24" Blue Cotton/Poly Clean Choice[REG] Dust Mop Head Refill	\$ 5.57
0602455	2-Ply White Envision[REG] Embossed Bathroom Tissue 550Ct Roll	\$ 0.54
920076081	20" Red Buff Pad	\$ 3.59
0527607	28"W x 40"L x 36"H 16BU Blue Vinyl Heavy Duty Basket Truck	\$281.68
0617388	1.2L (Net Fill 1L) Cartridge Clear Clean Choice Foaming Hand Sanitizer	\$ 36.90
0603743	1000mL 2156-08 Purell[REG] Original Instant Hand Sanitizer Refill	\$ 7.91
920076110	TUBE LIGHT, T8, G4, 15W, 4FT, SEP, NANO LENS, FROSTED, 4000K, 140LM/W	\$ 12.76
920076097	Diversey Stride Neutral Cleaner, Citrus Scent, 1.4 mL 5L RTD	\$ 66.09
0621044	14oz Talon[REG] Aerosol Wasp & Hornet Killer	\$ 3.24
0237754	40V MAX 6.0Ah Lithium Ion Brushless Cordless String Trimmer Kit	\$335.91
0621046	32oz Zep Professional[REG] Bio enzymatic Carpet Spotter	\$ 3.72
0605999	2-Liter Multi-Task #4 Foamy MAC Restroom Cleaner	\$ 38.22
0612626	1200ml Bottle Purell[REG] Advanced Green Certified EcoLogo BioPreferred Hand Sanitizer	\$ 36.00
0603753	2000mL 5261-02 GOJO[REG] Luxury Foam Hand Wash Refill	\$ 15.25
0606145	91067 SCOTT[REG] Self-Powered Aircare Citrus Deodorizer	\$ 62.24
0608859	9.4" x 12.5" x 46.4" 12" Ultra Light Upright CRI Vacuum Cleaner	\$115.41
0622137	1gal Orange Clean Choice[REG] Moisturizing Antibacterial Hand Soap	\$ 3.53
0617399	20oz Clean Choice[REG] Fresh Linen Disinfectant Spray	\$ 19.97
0603712	24oz Lysol I.C. Foaming Disinfectant Cleaner	\$ 3.45
0604345	18" Wet Room Mopping Pad	\$ 7.31
0601765	9.3" x 16.6" White 4-Ply Scrim Reinforced Brawny Industrial[REG] Paper Wiper	\$ 8.09
0611979	Large 4 Ply Blue Cotton Blend Loop-End Clean Choice[REG] Mop Head	\$ 4.93
0622136	1gal White Clean Choice[REG] Lotion Hand Soap	\$ 4.06
0617198	16gal 6.5HP Heavy Duty Rock River[REG] Wet/Dry Vacuum	\$ 90.08
0635487	1Gal Zep Commercial [REG] Air & Fabric Odor Eliminator	\$ 32.96
99521064	Swiffer[REG] Sweeper Dry Refill Cloths, 32/Box	\$ 10.05
0622138	4oz Bottle Clean Choice[REG] Hand Sanitizer w/Cap	\$ 1.21
0617387	1.2L Cartridge Clear Clean Choice Gentle Foaming Hand Soap	\$ 29.06
0616881	12.5" x 13.4" CC800 Blue Jumbo Roll Clean Choice[REG] Wiper 475Ct	\$ 39.62
0679933	1 Gallon Bottle SNAPBACK Spray Buff (Johnson Wax Prof)	\$ 52.66
11750-00497	HEAVY DUTY PAD	\$ 0.93
0612631	1250mL Bottle GOJO[REG] Antibacterial Plum EcoLogo BioPreferred Foam Handwash Refill	\$ 17.15
650070-131726	1gal Pump Dispenser 0955-02 GOJO[REG] NATURAL ORANGE[TM] Pumice Hand Cleaner	\$ 10.48
45145	1/4" Grade 30 1300lb-WLL Zinc Plated Coil Welded Chain	\$ 44.49
0612049	1gal Jug Grapefruit ECOS PRO[TM] Dishmate[TM] DFE Highly Concentrated Dishwashing Soap	\$ 37.28
620293-131466	1gal Household Cleaning Chlorine Bleach	\$ 1.86
0620311	20oz (18.5oz Net Fill) Aerosol Talon[REG] Heavy Duty Chlorinated Degreaser	\$ 2.25
0623342	1Qt Bottle Blue Floral Scented Acid Bowl Cleaner	\$ 1.63
0601195	35qt Yellow WaveBrake[REG] Institutional Bucket & Strainer Combo	\$ 67.93
0601841	7.9" x 800' White 1-Ply Clean Choice[REG] Towel Roll	\$ 4.29
0606227	38" x 58" 1.7 mil 60 gal LLDPE Black Clean Choice[REG] Can Liner	\$ 0.28
0620400	Washed White Knit Sheets Wipers 46.50 lbs.	\$ 74.18
0603743	1000mL 2156-08 Purell[REG] Original Instant Hand Sanitizer Refill	\$ 7.91

General Industrial Supplies Market Basket

Fastenal Part Number	Detailed Product Description	Price
11750-12549	141"D X 160"H 10,000 GALLONS NA STORAGE TANK	\$654.31
11750-09867	50 LB BAG EMACO R400 CONCRETE REPAIR	\$ 25.70
46634	IN State Form Boxes	\$ 0.22
10899-03217	MOTOR START CAPACITOR	\$ 5.73
1113812	5/16"-18 x 3" SAE J429 Grade 5 Zinc Plated Steel Tap Bolt	\$ 0.05
0303044	29 Piece 1/16" - 1/2" x 1/64" HSS Black & Gold Finish 135[DEG] Split Jobber Drill Set	\$ 25.97
920076102	18-Volt 1900mAh Ni-Cd Dewalt/B&D Battery	\$ 67.18
2182852	Black Lithium-Ion LED Polytac X[REG] Hand Held Tactical Flashlight w/Batteries Box	\$ 33.18
45526	1/4" (7x19) Break Strength 6400lb 304 Stainless Steel Aircraft Cable	\$116.35
12203-01267	teather U-bolt non-breakaway clamp assembly	\$ 6.10
1324832	ALTAIR[REG] 4XR (LEL/O2/H2S/Co) Charcoal Case MultiGas Detector	\$656.29
660029-131451	18" x 1500' 80ga Hand Cast Stretch Wrap	\$ 7.91
0508212	7-1/4" (.50"-.75") 15000lb-WLL CHICAGO Cable Grip	\$505.98
4300490	16"W x 25"H x 2"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 2.01
4301748	24"W x 24"H x 12"D MERV 13 Synthetic Fiber ProFitter[REG] Single Header Extended Surface Rigid Air Filter	\$ 32.32
11750-06889	8-7/8"HX 24-1/8"W 1"D AIR FILTER HC PLEAT	\$ 12.26
12379	3/4"-10 x 8" Grade 5 Plain Finish Hex Cap Screw	\$ 0.83
0492502	16"W x 20"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 1.73
13812	5/16"-18 x 3" SAE J429 Grade 5 Zinc Plated Steel Tap Bolt	\$ 0.06
0482947	10000 BTU Cool 490 sq.ft. Coverage Room ENERGY STAR Air Conditioner	\$298.78
0894005	6" x .045" x 7/8" 46-Grit A/O Blackstone[REG] Premium S/S & Steel T1 Cut Off Wheel	\$ 1.29
5100786	22 Ton 9-3/4" - 19-1/4" Height Range Blue/White Steel Air Truck Jack	\$309.45
0492508	24"W x 24"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.35
2169237	18V 1/2 M18[TM] 1100ft.lbs. Impact Wrench Kit w/Pin Detent	\$395.37
10340-08750	D-PSA AO/X ECON W/T 6" 100	\$ 0.58
0492504	20"W x 25"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.24
21869	3/8"-16 x 3" SAE J429 Grade 5 Round Head Zinc Finish Partial Thread Carriage Bolt	\$ 0.08
0259599	18V 5/8" Milwaukee[REG] M18[TM] SDS+ Compact Rotary Hammer Kit	\$305.40
2161578	3/4" 10 scfm 1100 ft-lb Heavy Duty Air Impact Wrench	\$200.06
0962399	1-1/2" x 1-1/2" x 20' Long 1/4" Thick ASTM A36 Hot Rolled Steel Angle	\$ 25.07
660027-131451	18" x 2000' 60ga Hand Cast Stretch Wrap	\$ 11.08
4300813	20"W x 20"H x 4"D MERV 11 Synthetic Fiber ProFitter[REG] High Capacity Pleated Air Filter	\$ 7.74
11750-14614	CONCRETE BIN BLOCKS	\$ 24.26
4201116	24" 3-Speed ProFitter[REG] 1/4HP Commercial Non-Oscillating Direct Drive Wall Air Circulator	\$ 70.57
74601	1/8" 304 Stainless Steel Wire Rope Clip	\$ 0.45
0954803	0.5" x 48" x 96" Clear Polycarbonate Sheet	\$415.80
2125538	165' (2) AAA Batteries Digital Laser Measuring Tool	\$112.28
22689	5/8"-11 x 3" Grade 8 Plain Finish #3 Domed Head Plow Bolt	\$ 0.32
0482918	12000 BTU/hour Cool 650 sq.ft. Coverage Room ENERGY STAR Air Conditioner	\$316.89
56980	8"x.75"x.050" 10TPI Bi-Metal Recip Saw Blade	\$ 1.98
4300499	20"W x 25"H x 2"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 2.46
11750-06934	10FTW 4FTOAL 0.120" 3/4" - #9 PATTERN MIL-M-17194C GRTYPE B MILL CARBON STEEL FLAT EXPANDED METAL	\$276.89
7001658	60"L x 30"W 2400lb WLL 4-Wheel Light Weight Aluminum Deck Platform Truck	\$234.42
0509999	27" x 48" 5500lb Capacity Steel Standard Profile Hydraulic Pump Pallet Truck	\$175.10
0225011	AAA Cell Size 1.5V Rock River[REG] Alkaline Battery	\$ 0.12
0226741	20V MAX XR (5.0 Ah) Brushless 1/2" High Torque Impact Wrench Kit w/ Friction Hog Ring	\$375.26
11750-06890	8-7/8"H X 61-1/8"W 1"D AIR FILTER HC PLEAT	\$ 5.66
0204263	50lb Bag U.S. Cold Patch[REG]/Asphalt Road Repair for Potholes & Pavement	\$ 12.30
0225010	AA Cell Size 1.5V Rock River[REG] Alkaline Battery	\$ 0.14

11750-12615	3/8" X 2-5/8"L SQUARE STEEL DECK SCREW	\$ 0.50
0954800	0.236" x 48" x 96" Clear Polycarbonate Sheet	\$170.21
0452071	24" x 24" x 2" MULTI-PLEAT 30-35% Efficiency Merv 8 High Capacity Pleated Filter	\$ 3.42
11107646	5/16" x 0.500" OD Grade 6/6 Natural Nylon General Purpose Flat Washer	\$ 0.01
580044	3/4" x 1960'L .020"Thk Regular Duty Oscillating Steel Strapping Roll	\$ 80.33
0253215	2Pc 18V M18[TM] Li-Ion Cordless Drill/Driver / Impact Driver Combo Kit	\$221.40
0607997	1" x 12" Black Nylon Hook & Loop Reclosable Fastener System	\$ 4.55
37350	5/8"-11 Grade G Phosphate & Oil Finish Steel Flange Top Lock Nut	\$ 0.16
0492505	20"W x 20"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 1.99
7001577	59-1/3"L x 29-1/2"W Gray Platform 2200lb-WLL Plastic Deck Platform Truck w/6" Poly Wheels	\$204.33
22691	5/8"-11 x 3-1/2" Grade 8 Plain Finish #3 Domed Head Plow Bolt	\$ 0.42
0245047	1/2" 20V MAX 1.5Ah Lithium-Ion Cordless Compact Drill/Driver Kit	\$168.72
920076126	Zurn QQPC88X Crimp CR Coupling, 2" Barb x 2" Barb, Polymer	\$ 21.60
11750-10787	1/30 0.6/0.2/0.2 115 60 1 1100 RPM OPEN AIR OVER (OAO) DIRECT DRIVE BLOWER MOTOR	\$157.17
0225012	9V Cell Size Rock River[REG] Alkaline Battery	\$ 0.68
11107335	3/8"-8 x 10" T30 6-Lobe Round Washer Head Exterior Aster Lag Screw with U-Thread, Type 17 Auger, Bronze ACQ Compatible Coating	\$ 0.51
11750-12370	UC-CW ROD DRILLED 5/16" X 29-1/4"	\$ 30.06
74611	3/8" 304 Stainless Steel Wire Rope Clip	\$ 2.19
0492503	16"W x 25"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.01
2113652	18V 1/2" M18 FUEL[TM] (5.0Ah) Li-Ion Brushless Hammerdrill/Driver Kit	\$264.00
0233709	1/2" (13 mm) 18V XRP[TM] Drill/Driver Kit	\$237.42
0244783	6232-21 44-7/8" 11 Amp 0 - 4200 sfpm Deep Cut Portable Band Saw w/Case	\$295.26
1006641	Select Access MasterLock[REG] 5401D Wall Mount Key Storage Unit	\$ 21.18
11107339	3/8"-8 x 7" T30 6-Lobe Round Washer Head Exterior Aster Lag Screw with U-Thread, Type 17 Auger, Bronze ACQ Compatible Coating	\$ 0.31
0580177	30" 3 Speed ProFitter[REG] 1/4HP Commercial High Velocity Pedestal Air Circulator	\$106.55
4305867	24" 115V Direct Drive 4460/6400cfm Industrial ProFitter[REG] Oscillating Circulating Fan	\$198.80
11750-14567	14.7"D 48"H 100 LB STEEL PROPANE TANK	\$138.80
11918-02814	PZK-4M Valve Rebuild Kit	\$142.55
2123926	3.3" Blue Aluminum Ultraviolet TMT PLUV Flashlight	\$ 19.31
0233417	6' Type 1A 300lb Capacity 5-Step Fiberglass Rock River[REG] Step Ladder	\$ 65.72
11750-08923	4 ftW x 8 ftL Clear Lexan Sheet	\$ 94.37
0598429	27" x 48" 5500lb Capacity Steel Heavy-Duty Profile Hydraulic Pump Pallet Truck	\$190.76
0482924	8000 BTU Cool 350 sq.ft. Coverage Room ENERGY STAR Air Conditioner	\$201.65
0481744	36" 2-Speed ProFitter[REG] 2/3HP Commercial Direct Drive Mobile Drum Air Circulator	\$151.67
21873	3/8"-16 x 4" SAE J429 Grade 5 Round Head Zinc Finish Partial Thread Carriage Bolt	\$ 0.13
4300627	16"W x 25"H x 2"D MERV 10 Synthetic Fiber ProFitter[REG] High Capacity Wire Backed Pleated Air Filter	\$ 3.30
11750-16033	3" x 1-5/8" x 96" 3,068 per Pair Orange Powder Coat Steel Teardrop Beam	\$ 29.36
11750-14359	1" Female NPT 150 psi Electric Polypropylene Actuated Ball Valve	\$233.64
0233418	8' Type 1A 300lb Capacity 7-Step Fiberglass Rock River[REG] Step Ladder	\$ 78.31
5098-40-184	LHSP Open Back Shovel	\$ 8.26
11750-11688	IVC 13.167 ft W Isis 591 Tile Low Gloss Finish Sheet Vinyl	\$ 2.70
0547142	3/8" x 250' Grade 80 Alloy Chain (Priced per Ft)	\$ 2.56
4301747	24"W x 20"H x 12"D MERV 13 Synthetic Fiber ProFitter[REG] Single Header Extended Surface Rigid Air Filter	\$ 53.54
0606773	Black Heavy Duty Clean Choice[REG] 32-55gal Receptacle Dolly	\$ 10.58
0616831	1 HP 120V Gray Clean Choice[REG] 3-Speed Carpet Dryer Blower w/23.5ft Cord	\$136.95
Y664000000H400	1/4" Hex T-10 Torx Security Bit	\$ 0.06
2120039	20V MAX Compact Brushless Cordless Drill/Driver Kit	\$189.24
0492508	24"W x 24"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.35
540055	72"L x 6"W x 3-1/4"H 40lb Plastic Yellow Car Stop Curb	\$ 62.56
0527487	26"W x 36"L x 33-1/2"H 12BU Navy Vinyl Permanent Liner Truck	\$160.93

10340-12970	PRISON MODEL 603 FLUSHOMETER	\$ 152.85
0209464	11Pc Protorn Insulated Driver And Pliers Set	\$ 126.59
4202193	EJC 2 ProMax[REG] Point Of Use 2.5 Gallon Water Heater	\$ 0.01
0529528	10" x 12" x 5" White & Blue Ltr/Lgl BANKERS BOX R-KIVE Storage Box 4Ct	\$ 5.90
0144102	3/8"-16 x 5" Zinc Finish SAE J429 Grade 5 Fully Threaded Round Head Shaker Screen Bolt	\$ 0.12
0812747	7" x 7/8" Brown 36 Grit Aluminum Oxide Blackstone[REG] Fiber Sanding Disc	\$ 0.84
63002	12" x 33-3/4" x 42" Blue 72 Compartment Storage Bin	\$ 100.14
0492503	16"W x 25"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.01
0225009	D Cell Size 1.5V Rock River[REG] Alkaline Battery	\$ 0.63
0135800	Industrial Choice[REG] Inverted Marking Wand	\$ 12.87
2127338	6" x .75" x .035 18 TPI Bi-Metal Reciprocating Saw Blade	\$ 1.11
920076085	5" x .040" x 5/8-11 Zirconia Cut Off Wheel	\$ 2.99
540196	22"H Frame 1000lb-WLL ROCKIT Barrel Lift and Drum Stand	\$ 131.31
5098-63-133	RAZOR-BACK[REG] 82" Aluminum Handle 24-Tine Aluminum Head Asphalt Lute Rake	\$ 47.62
11750-06891	8-7/8"H X 42-1/8"W 1"D AIR FILTER HC PLEAT	\$ 9.48
0601679	12.5" x 13.4" Red General Purpose WypAll[REG] X80 HydroKnit[REG] Wiper Roll 475Ct	\$ 42.25
2113282	20V Lithium-Ion 0 - 20000 opm Oscillating Tool Kit	\$ 192.83
615058-130699	Clean Choice[REG] General Purpose Scour Pad	\$ 0.37
0225010	AA Cell Size 1.5V Rock River[REG] Alkaline Battery	\$ 0.14
0952815	4' x 8' x 3/4" #9 Flat Carbon Steel Expanded Metal	\$ 69.68
11571221	50lb FPAS[REG] Multi Purpose Grout	\$ 6.18
0580175	18" 3 Speed ProFitter[REG] 1/4HP Commercial High Velocity Floor Air Circulator	\$ 37.31
7001590	45"L x 26"W x 33-1/2"H 550lb-WLL Structural Foam 2 Shelf Cart	\$ 82.34
0453975	Aqua-Pure[REG] AP717 Inline Water Filter	\$ 23.00
0492502	16"W x 20"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 1.73
0228803	Dewalt[REG] 20V MAX 4.0 Ah Li-Ion High Capacity XR Battery 2Ct	\$ 143.66
0616362	Heavy Duty TOMCAT[REG] Mouse Trap, 2ct	\$ 3.11
4300488	16"W x 20"H x 2"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 2.13
2127337	6" x .75" x .035 x 14 TPI Bi-Metal Reciprocating Saw Blade	\$ 1.14
4301267	24"W x 24"H x 12"D V-Bank 85% MERV 13 Mini Pleat, 2V ProFitter[REG] Air Filter w/out Gasket	\$ 47.17
0585200	45-1/2"L x 16"W x 5-1/2"H 220lb Capacity 2.5" Wheel EquipRite[REG] Foldable/Portable Creeper	\$ 28.94
0530848	96"H x 48"D 21860 lb Capacity Powder Coat Boltless Pallet Rack Upright	\$ 95.95
2118349	8 cu.ft. Poly Rock River[REG] Dual Tire Wheelbarrow w/ Wood Handle (Un-assembled)	\$ 75.68
37560	5/8"-11 Grade 8 Plain Finish NE Steel Nylon Insert Lock Nut	\$ 0.10
99764305	2XL Brown Heavy Duty 10oz Cotton Duck 5-Pocket Hooded Jacket	\$ 33.24
610098-131450	9-3/4" Clean Choice[REG] Dip Tube Standard Sprayer	\$ 0.25
2116816	107Pc Rock River[REG] 6 / 12Pt Mechanic's Socket Set	\$ 74.91
11138962	1/4"-20 x 13mm Die Cast Zinc Hex Drive Flanged Insert For Wood	\$ 0.07
2127257	1/2" Hex Shank Hole Saw Arbor	\$ 9.83
0152206	3/8" x 5" Trubolt[REG] 316 S/S Wedge Anchor	\$ 1.91
34902	3/16" 316 Stainless Steel Welded Chain	\$ 1.52
2118429	1-1/8" Stroke 18V 0 - 3000 spm Ni-Cad 4-Position - Keyless Blade Clamp Reciprocating Saw Kit	\$ 273.42
0482948	5000 BTU Cool 150sq.ft. Coverage Room Air Conditioner	\$ 122.16
0616874	12.5" x 16.8" CC600 White Perforated Box Clean Choice[REG] Wiper 180Ct	\$ 9.41
22772	5/8"-11 x 2-1/2" Grade 8 Plain Finish #3 Flat Head Plow Bolt	\$ 0.41
0237107	GRW 8Pc 12 Point SAE Reversible Combination Ratcheting Wrench Set	\$ 65.60
11129037	M22-1.5 DISC-LOCK Geomet 1045 Steel Safety Wheel Nut	\$ 5.94
0559693	3/8" x 20' Grade 70 w/ Clevis Hooks Binder Chain	\$ 37.33
0452156	12"W x 24"H x 12"D MULTI-FLO MERV 15 Synthetic Fiber Single Header Extended Surface Rigid Air Filter	\$ 30.26
7057453	12" x 3-1/2" Swivel Straight Roller Bearing Pneumatic Air-Filled Rubber Wheel Steel Cush-N-Aire Caster	\$ 106.38

5098-40-184	LHSP Open Back Shovel	\$ 8.26
0554355	12"W x 15"D x 72"H Gray Steel EquipRite[REG] Double Tier 1-Frame Knock Down Locker	\$ 79.60
49252	2" Standard Duty Plain Finish Clevis Pipe Hanger	\$ 0.61
0452155	24"W x 24"H x 12"D MULTI-FLO MERV 15 Synthetic Fiber Single Header Extended Surface Rigid Air Filter	\$ 34.10
0345865	1/2" HSS 135[DEG] Split Point Black & Gold Finish Jobber Drill	\$ 2.56
0215101	7AH Cell Size 6V Lead Acid Battery	\$ 9.85
0492504	20"W x 25"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.24
920076105	Two Way Radio Battery 7.5V 2700mAh NiMH for Motorola	\$ 37.88
4300497	20"W x 20"H x 2"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 2.58
0812676	3" Brown Type 2-TS 36 Grit Aluminum Oxide Blackstone[REG] Quick Change Cloth Disc	\$ 0.40
4301746	20"W x 20"H x 12"D MERV 13 Synthetic Fiber ProFitter[REG] Single Header Extended Surface Rigid Air Filter	\$ 52.78
48603	3/8"-16 Channel Nut w/ Regular Spring For 1-3/8" & 1-5/8" Channel	\$ 0.13
13232	1/2"-13 x 9-1/2" Grade 5 Zinc Finish Hex Cap Screw	\$ 0.58
91180758	Direct Acting Horizontal Mounting T-4002 Thermostat	\$ 81.52
0233417	6' Type 1A 300lb Capacity 5-Step Fiberglass Rock River[REG] Step Ladder	\$ 65.72
2113408	123 Cell Size 3.0V Rock River[REG] Lithium Battery	\$ 1.19
3123318	1-1/4" Dia x 3/16" Hole Round Brass Blank Tag	\$ 0.30
99492237	6" 100-Grit Medium Maroon X-Weight A/O Economy PSA Sanding Disc	\$ 0.61
0617168	48mm x 55m Silver Talon[REG] P1100 Duct Tape	\$ 4.15
11750-07256	13-3/8"HX 65-1/2"W 1"D 2-PLY - PLEATED AIR FILTER	\$ 13.79
99255213	120V 1.5kW 5120 btu/hr Wall Heater	\$ 89.47
0604770	12"L x 9.50"W Green WypAll[REG] Waterless Hand Wipe 75Ct	\$ 8.13
0253215	2Pc 18V M18[TM] Li-Ion Cordless Drill/Driver / Impact Driver Combo Kit	\$ 221.40
0578778	48mm x 100m Clear Aspect[REG] HM160 Light Duty Carton Sealing Tape	\$ 3.46
0492505	20"W x 20"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 1.99
0345857	3/8" HSS 135[DEG] Split Point Black & Gold Finish Jobber Drill	\$ 1.28
10253-12025	0 55F-85F 55F - 85F 1 Thermometer 2	\$ 140.99
0618082	1gal (127.99 oz Net Fill) Jug Talon[REG] Concentrated All Purpose Degreaser	\$ 13.62
22694	5/8"x 11 x 4-1/2" Grade 8 Plain Finish #3 Domed Head Plow Bolt	\$ 0.73
11750-16034	46"x 48" 2500 lb Gray Powder Coat Steel Double Waterfall Wire Decking	\$ 24.31
0509879	27" x 4" 2Pc 5000lb-WLL Ply LOADHUGGER Flat-Hook Ratchet Assembly	\$ 51.64
0258354	6V PC915 Alkaline Lantern Battery With Insulated Screw	\$ 5.75
0233425	10' Type 1A 300lb Capacity 9-Step Fiberglass Rock River[REG] Step Ladder	\$ 120.57
11282315	#12-24 x 1/2" 6-Lobe Drive Undercut Flat Head Grade 302 Stainless Steel Security Machine Screw	\$ 0.23
4300513	24"W x 24"H x 4"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 4.50
0225012	9V Cell Size Rock River[REG] Alkaline Battery	\$ 0.68
0478035	120V 1.5kW 5120 btu/hr Fan Forced Electric Heater	\$ 28.94
0492504	20"W x 25"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.24
0601172	9.8" x 15.4" White Perforated Box General Purpose DRC WypAll[REG] L30 Wiper 120Ct	\$ 24.84
4300501	24"W x 24"H x 2"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 3.00
0492503	16"W x 25"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.01
3123320	1-1/2" Dia x 3/16" Hole Round Brass Blank Tag	\$ 0.42
1040542	Men's Size 9 Avenger Composite Safety Toe EH Waterproof Brown Hiker Pair	\$ 71.63
0963483	1/4" Thick x 2" Width x 20' Long ASTM A36 Hot Rolled Steel Flat Bar	\$ 19.83
0500673	36"W x 18"D x 87"H 8 Shelf 750lb/shelf Capacity Starter Closed Shelving Unit	\$ 186.54
71184	5/16"-18 x 3" ASTM F593 18-8 Stainless Steel Tap Bolt	\$ 0.12
10340-13869	Scoop, 64 Oz, 304 Stainless Steel	\$ 59.06
48661	3/8" Square Channel Washer - Strut Flat Plate Fitting	\$ 0.16
660025-131451	12" x 2000' 60ga Hand Blown Stretch Wrap	\$ 8.29
45525	3/16" (7x19) Break Strength 3700lb 304 Stainless Steel Aircraft Cable	\$ 51.98

2119993	1"W x 25'L Chrome Rock River[REG] Pocket Tape Measure w/Magnetic Tip & Dual Side Printing	\$ 5.19
920076103	Power Patrol Lead Acid Battery, 12V 7Ah	\$ 28.08
4201132	18"W x 24"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.55
4300490	16"W x 25"H x 2"D MERV 8 Synthetic Fiber ProFitter[REG] Standard Capacity Wire Backed Pleated Air Filter	\$ 2.01
0254530	48" Long Handle Round Point End Open Back Rock River[REG] Steel Shovel	\$ 8.66
99000	2915 Pcs Assrt Gr5 Z Bolts Nuts & Washers 1/4-20 - 3/4-10	\$153.74
5100780	3 Ton 5-1/2" - 19" Height Range Blue/Gray/White Steel Manual Service Jack	\$119.03
0492502	16"W x 20"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 1.73
920076104	14.4V TOL2500 INTERSTATE BATTERY FOR 14.4V DeWALT POWER TOOL	\$ 44.29
99298899	16' Type 1A 300lb Capacity Fiberglass Werner Extension Ladder	\$136.46
0254103	4-1/2" 7A 11000 rpm Top Switch Small Angle Grinder w/Locking Switch	\$ 59.63
10340-13788	CYLINDER DEADBOLT BEST 8T37MSTK606	\$119.60
11750-13843	3/4" 9200 lb Steel IWRC Wire Rope(priced per foot)	\$ 1.58
45025	3/8 Grade 70 6600lb-WLL Yellow Zinc Transport Chain	\$ 1.31
2118349	8 cu.ft. Poly Rock River[REG] Dual Tire Wheelbarrow w/ Wood Handle (Un-assembled)	\$ 75.68
0209808	70 Piece Socket & Tool Set with Hard Case and Wrap	\$ 55.54
2112140	8Pc 12 Point 5/16" to 3/4" 15[DEG] Reversible Ratcheting Combination Wrench Set	\$ 34.27
47192	3/8"-16 x 10 ft ASTM A307 Gr A Zinc Plated Low Carbon Steel Threaded Rod	\$ 1.88
46781	1 1/2" Standard Duty Zinc Plated Clevis Hanger	\$ 0.57
0492507	20"W x 24"H x 2"D MERV 8 ProFitter[REG] Standard Capacity Self Supporting Pleated Air Filter	\$ 2.46
0204701	44-7/8" x 1/2" x 18TPI PortaBand BandSaw Blade	\$ 3.52
0606767	44gal Gray Polyethylene Clean Choice[REG] Round w/o Lid Labeled Waste Receptacle	\$ 18.93
0894003	4-1/2" x .045" x 7/8" 46-Grit A/O Blackstone[REG] Premium S/S & Steel T1 Cut Off Wheel	\$ 0.96
12203-01239	3/8" x 1-3/4" Aluminum T-bolt	\$ 0.47
7056848	12" x 3-1/2" Rigid Straight Roller Bearing Pneumatic Air-Filled Rubber Wheel Steel Cush-N-Aire Caster	\$ 45.60
0879790	4-1/2" x .040" x 7/8" Type 1 Blackstone[REG] Cutting Wheel	\$ 1.05
0203369	2"H x 4"W x 9"L SpecSeal[REG] SSB24 Fire Barrier Pillow	\$ 7.80
0254612	54" Ash Wood Handle Steel Head Rock River[REG] Landscape Rake	\$ 9.71
0613001	10.50"L x 12.25"W Clean Choice[REG] Industrial Scrubbing Wipe 72Ct	\$ 7.77
0527321	30"W x 72"L Gray Plastic Rectangular Folding Table	\$ 68.28
70521	1-1/8"-7 x 5" Grade 18-8 Stainless Steel Hex Cap Screw	\$ 5.90
11750-06888	8-7/8"HX 33-5/8"W 1"D AIR FILTER HC PLEAT	\$ 6.29
0614184	Reclaimed Color Fleece Wipers 23.50 lbs	\$ 10.23
0543766	5/16" 316 L Stainless Steel Lifting Chain	\$ 75.09

Lighting & Electrical Supplies Market Basket

Fastenal Part Number	Detailed Product Description	Price
920076110	TUBE LIGHT, T8, G4, 15W, 4FT, SEP, NANO LENS, FROSTED, 4000K, 140LM/W	\$ 10.31
920076110	TUBE LIGHT, T8, G4, 15W, 4FT, SEP, NANO LENS, FROSTED, 4000K, 140LM/W	\$ 10.80
12203-01101	LU1000/SUPER5-KIT 120/208/2140/277/4	\$126.79
0700397	500' #4 THHN Black Wire (Priced per Ft)	\$ 0.64
0763540	500' Spool #4-19 Red SIMpull[TM] THHN Stranded Building Wire (Priced per Ft)	\$ 0.47
0763541	500' Spool #4-19 White SIMpull[TM] THHN Stranded Building Wire (Priced per Ft)	\$ 0.47
0763542	500' Spool #4-19 Green SIMpull[TM] THHN Stranded Building Wire (Priced per Ft)	\$ 0.47
11750-13241	LUMINAIRE 250 WATT HPS HWY BALLAST GE PART # GE 35-963660-08	\$226.01
0773580	69115401 12-3 CU STR THHN BLK/WHT/RED/GRN AL MC 250' (Priced per Ft)	\$ 0.71
99595048	F032/V41/ECO OCTRON[REG] VIVID VALUE ECOLOGIC[REG] Fluorescent Lamp, 48", Medium Bi-Pin, T8	\$ 1.23
0708126	400W HPS Quad Core & Coil Ballast Kit	\$ 81.64
10899-03226	CWC09-01-30V24 MINI CONTACTOR	\$ 13.23
11750-02224	1000 WATT 120-277/480 VOLT HIGH PRESSURE SODIUM BALLST	\$140.88
0716396	20A 120VAC 1P THQL-GF Plug-In Ground Fault CircuitBreaker	\$ 37.75
920076092	LU400 400W HPS ED-18 Mogul Base Lamp	\$ 4.71
0723685	32W Rapid Start 4100K 80+ CRI T8 Med Bi-Pin Fluorescent Lamp	\$ 1.03
0723685	32W Rapid Start 4100K 80+ CRI T8 Med Bi-Pin Fluorescent Lamp	\$ 1.03
0723685	32W Rapid Start 4100K 80+ CRI T8 Med Bi-Pin Fluorescent Lamp	\$ 1.03
0723685	32W Rapid Start 4100K 80+ CRI T8 Med Bi-Pin Fluorescent Lamp	\$ 1.03
0775216	LNC212LU5K31 28W 120-277V Type III Bronze Full-Cutoff Wall Pack Light	\$148.87
0723602	1000W 250V Mogul Base E25 High Pressure Sodium Lamp	\$ 17.85
11750-15313	400 WATTS HIGH PRESSURE SODIUM DIE CAST ALUMINUM PHOTOCONTROL ROADWAY LIGHT	\$173.64
0723599	1000W Mogul Base BT56 Coated Metal Halide Lamp	\$ 14.30
11750-15524	17-1/2" h LED Knuckle with THK Mounting Knuckle Flood Light MVOLT DDBXD	\$683.55

920076122	5-Tap 1000 W Metal Halide ballast	\$ 114.13
07002958	1000W Clear BT37 Mogul Screw Base M1000/U/BT37 9000hr Sylvania Metal Halide Lamp	\$ 18.30
11750-15737	22-1/2"Wx 48"L 3-1/2"D White Powder Coat 4800 Lumens LED 120, 277, 347 Recessed Lighting Fixture	\$ 142.22
0774636	TWR1 150M TB LPI 150W 120/208/240/277V Metal Halide Wall Light Security Light	\$ 126.45
91182393	F32T8/850K - 32W Universal Start 5000K 85 CRI T-8 Medium Bi-pin	\$ 1.03
91003065	40W Cool White 4100K T-12 Medium Bi-pin Base Lamp	\$ 1.31
920076090	F32T8/835K 32W Universal Start 3500K 85 CRI T-8 Medium Bi-pin Lamp	\$ 0.99
920076090	F32T8/835K 32W Universal Start 3500K 85 CRI T-8 Medium Bi-pin Lamp	\$ 1.03
920076124	Quad-Tap 175 W Metal Halide ballast	\$ 39.87
12203-01384	250 Watts High Pressure Sodium Die Cast Aluminum Roadway Security Light	\$ 165.15
11750-13240	LUMINAIRE 400 WATT HPS HWY BALLAST GE PART # GE 35-963660-10	\$ 202.58
0747403	3/4" x 66' Black 7mil Flame Retardant Premium Vinyl Electrical Tape	\$ 0.99
0775657	17-40W 2-3 Lamp 120/277V WorkHorse[REG] Specifier Grade Instant Start Electronic Ballast	\$ 9.41
0775657	17-40W 2-3 Lamp 120/277V WorkHorse[REG] Specifier Grade Instant Start Electronic Ballast	\$ 9.41
0712315	25' 12/3 Power Phase[REG] Yellow Lighted End Extension Cord	\$ 9.79
0775658	17-40W 3-4 Lamp 120/277V WorkHorse[REG] Specifier Grade Instant Start Electronic Ballast	\$ 10.03
11750-15735	22-1/2"Wx 48"L 3-1/2"D 40 Lumnes White Powder Coat LED 120, 277, 347 Recessed Light Fixture	\$ 131.20
0775656	17-40W 1-2 Lamp 120/277V WorkHorse[REG] Specifier Grade Instant Start Electronic Ballast	\$ 8.36
0775656	17-40W 1-2 Lamp 120/277V WorkHorse[REG] Specifier Grade Instant Start Electronic Ballast	\$ 8.36
07002970	250W ED28 Mogul Screw Base M250/C/U/ED28 10000hr Sylvania Metal Halide Lamp	\$ 10.31
0762756	32W 6-Lamp T8 Metalux Instant Start Uplight Highbay Fixture w/Lamps, V-Hangers	\$ 134.66
0763436	4'L x 16-1/8"W 54-Watt 4-Lamp T5 Full Body Highbay Fixture	\$ 92.26
0747413	3/4" x 66' Black 8.5mil Flame Retardant Pro Grade Vinyl Power Phase[REG] Electrical Tape	\$ 1.17
920076087	Halco T8FR11/840/DIR2/LED	\$ 6.93
11750-04089	115V 1/4 HP 50 / 60 1475/1285/975RPM 1 PHASE DOUBLE SHAFT	\$ 311.75
0779104	2' x 4' 45W Troffer	\$ 85.09
11750-02528	150W SEALED BEAM 3 PRONG TRAFFIC SIGNAL	\$ 32.50
0708124	150W HPS Quad Core & Coil Ballast Kit	\$ 57.17
0710866	320-Piece Sealed Crimp Connector Kit w/Large Metal Tray	\$ 86.55
920076095	F17T8/835K 17W Universal Start 3500K 85 CRI T-8 Medium Bi-pin Lamp	\$ 1.21
0700405	500' 4/0 THHN Black Wire AWG (Priced per Ft)	\$ 3.29
0774606	IBZT5 6 49" x 16" 2.63 Watt 6-Lamp T5 Fluorescent M4 Reflector Highbay Fixture	\$ 84.59
07010622	18W 48" 2200 Lumen 4000K Coated Glass UL Type - B T8LED Lamp 120 / 277V	\$ 7.15
10286-08178	PHILIPS MINI CANDELABRA SCREW BASE	\$ 4.62
58569	16-14 AWG Blue Nylon Fully Insulated Quick Connect-Double Crimp Male Disconnect	\$ 0.04
920076086	F15T8/CW T8 15W G13 Lineaer Fluorescent Lamp	\$ 0.99
0763070	24 AWG x 1000' Helix/Hi-temp[REG] Blue Riser UTP Cat 5e Cable (Priced per Ft)	\$ 90.97
920076094	SP23/27K 23W 120V 2700K Spiral Shaped Lamp	\$ 1.75
920076093	SP42/41K 42W 120V 4100K Spiral Shaped Lamp	\$ 3.14
11750-12218	1"X48" T8 3500K 32-45 W 120/277 VAC 81 1700 LUMENS 70,000 HRS MEDIUM BASE GLASS NA MILKY WHITE COMPACT FLUORESCENT LAMP	\$ 10.80
60095	16-14 AWG Blue Nylon Insulated Female Disconnect	\$ 0.04
11750-15740	2-1/8"x 96" 1 120 / 277 LED Surface / Chain / Suspension White Baked Enamel Steel na Strip Fixture	\$ 180.18
0712316	50' 12/3 Power Phase[REG] Yellow Lighted End Extension Cord	\$ 18.12
0716279	Large 4ft Lamp Recycling Kit	\$ 67.65
58590	16-14 AWG Power Phase[REG] Blue Polyolefin Sealed Crimp Butt Splice Connector	\$ 0.11
0715554	24' 2Ga Black/Red Extra Heavy Duty Booster Cable	\$ 0.57
11750-00076	12/3 ARMORED CABLE 250'	\$ 219.72
11750-13239	PHOTO CELL 105-305 VOLT PART 3#K4536SS INT-MAT T-LKG SERIES PHOTO CONTROLS SOLID-STATE LOCKING TYPE	\$ 35.85
0774067	4' 6 Lamp T8 120-277V 2-Ballast Instant Start Enhanced Aluminum Reflector High Bay Fixture	\$ 80.14
0712318	25' 14/3 Power Phase[REG] Yellow Lighted End Extension Cord	\$ 6.62
11750-12797	0.6 265V 60 1 850 RPM FAN AC MOTOR	\$ 244.12
0709633	100W/830 100V Medium Base ED17P MasterColor[REG] Clear Metal Halide Bulb	\$ 23.95
07002552	32W T4 4-Pin Base CF32DT/E/IN/835/ECO 16000hr Sylvania Compact Fluorescent Lamp	\$ 2.45
0773583	69118801 10-3 CU STR THHN BLK/WHT/RED/GRN AL MC 250' (Priced per Ft)	\$ 1.55
920076123	Quad-Tap 70 W Metal Halide ballast	\$ 54.82
0763433	31W Warm White Power Phase[REG] T8 U-Bend Fluorescent Lamp	\$ 5.02
11579-01293	42" CEILING FAN W/ LIGHT	\$ 72.40
07002937	250W ET18 Mogul Screw Base LU250/PLUS/ECO 40000hr Sylvania Sodium Vapor Lamp	\$ 11.00
58591	22-18 AWG Power Phase[REG] Red Polyolefin Sealed Crimp Butt Splice Connector	\$ 0.11
11750-08000	Floorport Flangeless Cutout Blank Cover Assembly	\$ 81.91
920076109	A19 Medium Base 7W 4000K 575 Lumen 120V Dimmable Household LED Lamp	\$ 9.36
10047-05417	LEVITON 16693 PLUG	\$ 16.62
63132	14.5" 120lb Tensile UV Resistant Black Nylon 6.6 Power Phase[REG] Heavy Duty Cable Tie	\$ 0.04
0708121	400W MH Quad Core & Coil Ballast Kit	\$ 67.49
12620-01403	RCL90CW-120/277M LAMP	\$ 49.09
0784397	20A 125V 2P 3W 5-20R Ivory Side Wired Single Receptacle	\$ 11.00
0704410	2" x 10' Schedule 40 PVC Conduit	\$ 6.85
0716282	3.5 Gallon 50lb Capacity Battery Recycling Pail	\$ 87.45
58573	22-18 AWG Red Fully Insulated Nylon Quick Connect-Double Crimp Male Disconnect	\$ 0.04
920076091	QT26/27 26W Quad-Tube 2700K G24q3 4 Pin Base Fluorescent Lamp	\$ 1.09
0763388	26W ENERGY STAR Power Phase[REG] 1700-Lumens 2-Pin Quad Tube G24D-3 Fluorescent Lamp	\$ 1.57
63128	11" 50lb Tensile UV Resistant Black Nylon 6.6 Power Phase[REG] Locking Cable Tie	\$ 0.01
0763426	28W Power Phase[REG] 2900-Lumens 4100K Linear T5 Fluorescent Lamp	\$ 2.31
0712317	100' 12/3 Power Phase[REG] Yellow Lighted End Extension Cord	\$ 35.67
0714553	20A 15' Cord, 6 Outlets Metal Construction Blue Gray, Power Strip	\$ 66.79

0775210	PTL8 120-277V Twist-Lock Photo control	\$ 21.71
0715901	4' 6 Lamp T8 Partial Cutoff High Bay Fixture	\$126.42
0710850	40W Cool White T12 U-Bend Fluorescent Lamp	\$ 4.77
0700345	500' #14 Black THHN Stranded Wire (Priced per Ft)	\$ 0.08
0716394	30A 120/240VAC 1P THQL Plugin CircuitBreaker	\$ 5.58
11750-14523	2-1/2"WX 48" 2 120 60W LED SURFACE WHITE PAINTED ALUMINUM STRIP LIGHT	\$ 34.64
11750-13256	4.16"LX 3"X BRASS FLOOR BOX COVER	\$ 50.07
920076089	MOTOR, PSC, 1075 RPM, 115V, 42Y, OAO	\$148.48
0773426	30A, 125V AC, NEMA TT-30R, 2P, 3W, Flush Mount Straight Blade RV Receptacle	\$ 22.48
11750-12604	350 MCM 200 ft 350 600 THHN / THWN-2 / MTW NA Black Stranded Electrical Wire	\$ 5.64
11750-15726	2 Lamp Wiring Harness with Socket	\$ 5.14
0774523	WSD PDT IV 120/277V 3500 sq.ft. Ivory 180[DEG] Passive Dual Technology Wall Switch Decorator Sensor	\$ 49.50
0750569	17W 1-2 Lamp 120/277V Centium[REG] ICN2P32N35I Instant Start Electronic Ballast	\$ 8.03
99038472	Philips 21758-8 13W EL/mDT 4K Twister ENERGY STAR Compact Fluorescent Bulb	\$ 2.04
99510498	20A 1-Pole Type QBGF Quicklag Ground-Fault Mini Circuit Breaker, 10 kAIC, 120VAC	\$ 85.80
07002553	32W T4 4-Pin Base CF32DT/E/IN/841/ECO 16000hr Sylvania Compact Fluorescent Lamp	\$ 2.45
0640104	100W A21 MedBase 1230L Vibration Resistant Rough Service Incandescent Lamp	\$ 1.62
60069	22-18 AWG Nylon Insulated Seamless Butt Splice Connector	\$ 0.03
07002980	400W ED28 Mogul Screw Base M400/U/ED28 20000hr Sylvania Metal Halide Lamp	\$ 11.44
11750-13582	MH250/U/T15 250 9-3/4" T15 Mogul Base Clear Metal Halide Lamp	\$ 6.92
07002959	150W Clear E17 Medium Screw Base M150/U/MED 12000hr Sylvania Metal Halide Lamp	\$ 8.25
0774619	XWL232 MV 50.63" x 6.25" 58W 2-Lamp F32T8 Fluorescent Enclosed Wet Light	\$ 63.58
0774619	XWL232 MV 50.63" x 6.25" 58W 2-Lamp F32T8 Fluorescent Enclosed Wet Light	\$ 63.58
0774619	XWL232 MV 50.63" x 6.25" 58W 2-Lamp F32T8 Fluorescent Enclosed Wet Light	\$ 63.58
0763355	14W Power Phase[REG] SpringLamp 850Lumen Dimmable Compact Fluorescent E26 Spiral Lamp	\$ 5.51
920076100	EX350 True RMS Digital Multimeter	\$ 60.05
0774604	IBZT8 4 49" x 16" 2.63 Watt 4-Lamp T8 Fluorescent M4 Reflector Highbay Fixture	\$ 71.39
11750-01030	PSQ500QD LITHONIA 4' RAPID START	\$ 74.52
0724752	25W 120V SLS 1750 Lumen Warm White Compact Fluorescent Bulb	\$ 6.12

Plumbing Supplies Market Basket

Fastenal Part Number	Detailed Product Description	Price
0478035	120V 1.5kW 5120 btu/hr Fan Forced Electric Heater	\$ 28.94
920076088	Portable Water Pex Pipe, 2 in., 20 ft L, White	\$ 73.90
99916265	01728183KL 1 Brass Ball Valve Pex Le	\$ 9.30
11750-12428	2" 2" 1" PEX X PEX X PEX PLASTIC REDUCING TEE	\$ 31.65
11750-12449	1-1/4" X 20 FT WHITE PEX AQUAPEX TUBING	\$ 43.92
0492344	3.5 GPF Rubber/Plastic TPE Toilet Repair Kit w/AquaFlush Diaphragm	\$ 7.28
99062572	2761-98 2" 2HP Stainless Steel SP Electric Driven Pump	\$ 809.89
4205542	2.5 gpm (9.4 Lpm) Polished Chrome Act-O-Matic[REG] Shower Head	\$ 127.85
4201119	30" 3-Speed ProFitter[REG] 1/3HP Commercial Oscillating Direct Drive Wall Air Circulator	\$ 77.78
0492740	2" x 2HP 115/230V Cast Iron 2761-95 AMT[REG] Self-Priming Centrifugal Pump	\$ 432.63
4135605	42"W 15000BTU 3-Speed Package Terminal Heater/Air Conditioner	\$ 621.81
6600055	0710-000-001 Acorn	\$ 228.53
11750-12429	1" 1" PROPEX X NPT BRASS MALE ADAPTER	\$ 9.89
11750-12440	2" X 2" PEX X NPT BRASS MALE ADAPTER	\$ 90.83
11750-14305	2" 1-1/2" 210 GPM AGRICULTURAL HYDRAULIC PUMP	\$ 643.90
4202099	1"ID x 1-1/8"OD x 20 ft White SharkBite[REG] PEX Resin Without Oxygen Barrier Tubing	\$ 13.91
11750-12433	2" 2" 3/4" PROPEX PLASTIC EP REDUCING TEE	\$ 32.27
6600131	SYMMONS C-5 Flow Control Spindle	\$ 62.10
11750-12431	1" X 1" PROPEX 90[DEG] PLASTIC ELBOW	\$ 2.43
99917115	01728183IL 3/4 Brass Ball Valve Pex Le	\$ 5.56
99917115	01728183IL 3/4 Brass Ball Valve Pex Le	\$ 5.56
400041-131280	1/2" x 250' Black 3988 psi MSHA DynaFlo[REG] Hydraulic Hose (Priced Per Ft)	\$ 936.57
0482047	8886 Double Handle 4" Centerset Chrome M-PRESS[TM] Eco Perf Metering Faucet	\$ 171.09
11750-09682	VICTORY HALF DOLOR GASKET MODEL # H1SA-1D-7-PT	\$ 582.92

4202048	1/2"ID x 5/8"OD x 300 ft Red SharkBite[REG] PEX Resin Without Oxygen Barrier Tubing	\$ 75.60
4202038	1/2"ID x 5/8"OD x 300 ft Blue SharkBite[REG] PEX Resin Without Oxygen Barrier Tubing	\$ 75.60
11750-12441	1-1/4" PEX PIPE TUBE SUPPORT 9 FT	\$ 9.80
0492345	1.6 Gal AquaFlush Diaphragm TPE Toilet Repair Kit	\$ 8.44
0401085	3/4" x 250' Black 3118 psi MSHA DynaFlo[REG] Hydraulic Hose (Priced Per Ft)	\$ 1,900.00
0482951	BHD-501-D 50 Pints/Day 5.6 Amp 630 Watt ENERGY STAR Portable Dehumidifier	\$ 197.95
4201553	Elongated Open-Front Plastic Toilet Seat w/STA-TITE[REG] Hinge	\$ 15.46
11750-00522	WILLOUGHBY PNEUMATIC TIMER	\$ 149.58
11750-12581	3-20psi Pressure Regulator Pilot Valve Type D, CI,Steam	\$ 494.47
10340-12825	METERING VALVE PM1 WILLOUGHBY	\$ 218.74
4203607	24gph S/S Wall Mount Drinking Fountain	\$ 236.40
0458477	IntegralSensor Integral Setpoint Thermo Radiator Valve Actuator	\$ 43.73
11750-12456	1-1/4" X 1-1/4" X 3/4" PLASTIC REDUCING TEE	\$ 7.40
4300288	12"Diax25' LD AmericR Vinyl Woven Polyester Retractable Bag-O-Duct w/Quick Connect	\$ 286.02
11750-02325	SYMMONS SINGLE HANDLE FOR TUB & SHOWER	\$ 18.39
11750-13937	Taco Pro-Fit Universal Bearing Assembly	\$ 292.74
11750-02578	RENEWABLE SEAT FOR SYMMONS	\$ 59.77
11750-06923	Barber Coleman Actuator Duradrive MS40-7043 24V SR35#	\$ 257.99
11750-02931	10-125 PSI 1.67 CARTRIDGE FILTER	\$ 374.21
11750-12450	1" X 20 FT RED PEX AQUAPEX TUBING	\$ 24.39
0493113	Digital Dew Point & Wet Bulb Psychrometer	\$ 77.99
4203910	1/3 HP ProFitter Cast Iron Residential/Light Commercial Sump Pump	\$ 89.60
4205554	Sloan[REG] Electronic Module for G2 Optima Plus[REG] Water Closet Flushometers	\$ 165.00
11750-12434	2" PROPEX PLASTIC RING WITH STOP	\$ 2.03
11750-12445	1/2" X 1/2" PROPEX X NPT BRASS MALE ADAPTER	\$ 3.11
11750-00520	WILLOUGHBY SINGLE TEMP SOLENOID VALVE	\$ 85.68
4205473	1.6 gpf/6.0Lpf Sloan Royal[REG] Model 111 Exposed Water Closet Flushometer	\$ 125.63
11750-13417	45 PINTS/DAY 115 4.5 AMPS 60 HZ 215 CFM PORTABLE DEHUMIDIFIER	\$ 203.36
11750-04757	VALVE BODY AND STEM ASSEMBLY	\$ 51.16
11750-12465	1-1/4" X 1-1/4" PROPEX X NPT BRASS MALE ADAPTER LEAD FREE	\$ 26.71
BSS	Round diffuser	\$ 73.08
4205059	Air-Trol[REG] Metering Motor Assembly for use with Lavatories and Showers	\$ 78.31
4205387	3.5 gpf (13.2Lpf) Royal[REG] A1102A Closet Exposed Rebuild Kit (Boxed)	\$ 21.67
11750-14490	TWO-PIPE DIRECT ACTING THERMOSTAT & COVER	\$ 170.10
11750-13310	Electric Modulating Valve Actuator	\$ 144.21
7054405	3/8" 300PSI 70' Air/Water Hose Heavy-Duty Reel	\$ 304.67
11750-04799	BRADLEY THERMOSTATIC KIT	\$ 111.66
11750-00523	WILLOUGHBY SOLENOID VALVE ASSEMBLY	\$ 109.51
11750-03697	1/2" CHROME CHROME 420 SERIES VALVE REPAIR KIT FOR POWERS FOR	\$ 238.14
11750-12443	3/4" PLASTIC MULTI PORT TEE 4 OUTLETS X 1/2"	\$ 7.96
0492451	Chrome Finish 6VDC Battery Operated Automatic Infrared Sensor Flush Valve	\$ 127.49
11750-04274	SYMMONS WASHER & GASKET REPAIR KIT FOR NS-13R	\$ 53.69
4205402	4.5 gpf (19.9Lpf) Regal[REG] A36A Closet Repair Kit (Boxed)	\$ 10.85
0492640	3" Assembly Size 50'L C374-90 PVC Water Discharge Hose	\$ 110.50
11750-12427	2" PEX PIPE TUBE SUPPORT 9 FT	\$ 13.57
7054336	3/8" 300PSI 50' Hose Air/Water Hose Reel	\$ 171.61
10340-12885	STEAM TRAP, 125PSI 1"	\$ 206.39
0458488	3/4" 100-145[DEG]F Union Sweat Thermostatic Mixing Valve	\$ 83.46
4205449	Regal[REG] V551A Vacuum Breaker Repair Kit (Boxed)	\$ 1.76
10340-13855	MANITOWOC AR-40000 FILTER REPLACEMENT	\$ 93.23

4203928	Servomotor Water Diaphragm Assembly	\$ 7.02
400337-131280	1" x 250' Black 2393 psi MSHA DynaFlo[REG] Hydraulic Hose (Priced Per Ft)	\$2,512.47
0409313	3/8"ID x 50' 1000psi Hydraulic Hose (Priced Per Ft)	\$ 118.70
11750-12462	1/2" X 1/2" PROPEX X NPT BRASS FEMALE ADAPTER LEAD FREE	\$ 0.64
11579-01919	SYMMONS NS^X1A1 TUB & SHOWER CARTRIDGE SHOWEROFF	\$ 173.55
11750-11723	1" CHROME METAL 2.5 GPM VANDAL RESISTANT SHOWER HEAD	\$ 8.71
4205395	Regal[REG] A156A Replacement Diaphragm 12pk	\$ 4.30
920076106	1-1/2"x8 ft 316 Stainless Steel Threaded Pipe	\$ 98.51
465138	3/4" x 21 ft Schedule 80 Black Steel Plain End Pipe	\$ 27.52
11750-12432	1" X 1" PROPEX PEX RING WITH STOP	\$ 0.59
0486073	B-0892-CR Deck Mount Rigid Gooseneck Aerator Wrist Handles C/C Medical Faucet	\$ 139.15
0481945	8210 Dbl Lever Hndls 4" Centerset Chrome M-DURA[TM] Lavatory Faucet w/oDrain	\$ 129.44
0486110	B-1120 6" Swing Nozzle Lever Handles 8" Center Deck Mount Workboard Faucet	\$ 99.22
0402775	#248 2-1/2" to 16"Dia 9/16"W S/S Worm Drive Clamp w/ 305 S/S Screw	\$ 2.18
11750-11918	1-1/2" CHROME BRASS 3.5 GPF EXPOSED FLUSH VALVE SLOAN[REG] PLUMBING	\$ 141.37
11750-03730	6" TURBINE VENTILATOR GALVANIZED	\$ 32.42
0483208	1-1/2" CI, PL, Cppr/Lead x 1-1/2" CI, PL,Cppr/Lead Class 150 Sch 40 Flex Coupling	\$ 2.48
11750-08261	Belimo LR24-SR Actuator	\$ 183.46
0475505	3/4"ID x 7/8"OD x 10 ft Type L - Hard Copper Tubing	\$ 27.85
0472028	1-1/2" x 10 ft White Schedule 40 PVC Plain End Pipe	\$ 7.67
10340-12886	STEAM TRAP125PSI 3/4"	\$ 206.39
465139	1" x 21 ft Schedule 80 Black Steel Plain End Pipe	\$ 40.51
4205547	Sloan[REG] Old Solenoid Filter Replacement Kit with Filter Screen Assembly and O-Ring	\$ 109.40
0492359	1.5 Gal AquaFlush Diaphragm TPE Urinal Repair Kit	\$ 9.15
11750-00519	WILLOUGHBY ELECTRONIC PUSH BUTTON	\$ 114.31
4203935	3.375 W x 2.89 H Plastic Check Stop Strainer Assembly	\$ 100.83
11750-12446	1/2" X 300 FT BLUE PEX AQUAPEX TUBING	\$ 125.63
11750-02200	SYMMONS TA-4 HOT AND COLD SEAT	\$ 33.50
65101	3/4" x 10 ft Schedule 80 Black Steel Male NPT Threaded & Coupled Pipe	\$ 47.16
11750-08284	3/4" 2.7cv 150 psi maximum Cast Brass Thermostatic Radiator Valve	\$ 25.98
11750-10905	RUBBER PLASTIC AIR-TROL VALVE ASSEMBLY	\$ 156.88
11484-00979	1/2" VALVE ASSEMBLY - HOT	\$ 174.72
465476	3/4" 300lb Black Malleable Iron (Brass to Iron Seat) Union	\$ 4.60
465142	2" x 21 ft Schedule 80 Black Steel Plain End Pipe	\$ 122.87
11750-15043	Symmons Brass Shower Limoting Valve Cartridge	\$ 173.55
11750-15681	3/4" Copper Baseboard Element Only 4-1/4" x 4-1/4" x 0.20 Aluminum Fins (priced per foot)	\$ 29.09
10340-14117	MICRO-AIRE DUCT BOARD 1"X48"X120"	\$ 45.14
11750-02198	SYMMONS TA-10 FLOW CONTROL SPINDLE	\$ 55.12
4205169	3/4" F-NPT x F-NPT ProFitter[REG] 600 psi 150 WSP Lead-Free Forged Brass Ball Valve	\$ 5.54
920076125	Polymer Elbow - 2" Barb	\$ 37.59
4205430	Sloan[REG] Actuator Cartridge Assembly Kit for Series 900 Flushometer	\$ 19.10
11750-12739	1/2" Steam Trap Repair Kit for Model 17C	\$ 63.06
465141	1-1/2" x 21 ft Schedule 80 Black Steel Plain End Pipe	\$ 96.06
4203913	1/5 HP ProFitter Thermoplastic Utility Pump w/25' power cord	\$ 72.10
12620-00902	ADJUSTABLE INSERT	\$ 17.88
10340-13444	TYCO TFP PH-5 SPRINKLER HEADS	\$ 170.28
12620-00642	ARROW FLOAT DRAIN	\$ 24.30
65222	3/4" x 10 ft Schedule 40 Black Steel Male NPT Threaded & Coupled Pipe	\$ 21.45
0421458T	1" Black Style 2007 Teadit Expanded PTFE with Graphite (gPTFE) Mechanical Packing	\$ 48.58

Safety Supplies Market Basket

Fastenal Part Number	Detailed Product Description	Price
1068214	XL Series HV505 Lime PET Oxford/Nylon Body Guard[REG] ANSI Class 3 Hi-Visibility Insulated Jacket w/2" Silver Safety Stripe	\$ 16.09
1068215	2XL Series HV505 Lime PET Oxford/Nylon Body Guard[REG] ANSI Class 3 Hi-Visibility Insulated Jacket w/2" Silver Safety Stripe	\$ 19.07
1068215	2XL Series HV505 Lime PET Oxford/Nylon Body Guard[REG] ANSI Class 3 Hi-Visibility Insulated Jacket w/2" Silver Safety Stripe	\$ 19.07
1334787	XL Lime Polyester ANSI / ISEA 107 Class 3 Durable High Visibility Softshell Jacket	\$ 23.66
1047965	3-Watt 120LM LED Rock River[REG] Head Lamp	\$ 3.73
99764339	46" - 48" Regular Brown Cotton Duck Zipper Closure Insulated Bib Overall	\$ 37.70
1067590	Gray NRR 30 Body Guard[REG] Adjustable Earmuff	\$ 4.34
1068213	L Series HV505 Lime PET Oxford/Nylon Body Guard[REG] ANSI Class 3 Hi-Visibility Insulated Jacket w/2" Silver Safety Stripe	\$ 17.57
1036871	11"W x 2-1/2"D x 7-1/2"H 25-Person Agent[REG] Metal ANSI 2015 First Aid Kit	\$ 20.52
1036871	11"W x 2-1/2"D x 7-1/2"H 25-Person Agent[REG] Metal ANSI 2015 First Aid Kit	\$ 20.52
99764337	38" - 40" Regular Brown Cotton Duck Zipper Closure Insulated Bib Overall	\$ 37.70
1093062	Black Millennium[REG] CBRN Gas Mask Canister	\$ 37.01
99561797	XL Fluorescent Yellow-Green/Gray 3-Layer Jacket w/Silver Reflective Tape	\$ 55.55
1053215	L/XL Series HV935 Yellow Hi-Vis PET Body Guard[REG] Ranger Hat	\$ 3.05
99764304	XL Brown Heavy Duty 10oz Cotton Duck 5-Pocket Hooded Jacket	\$ 31.91
1048640	4" x 60' Black Talon[REG] Indoor/Outdoor Non-Skid Tape Roll	\$ 14.80
1017172	20"H x 13"D 5gal Yellow HDPE Rock River[REG] Insulated Cooler with Black Lid	\$ 16.57
1022408	XL Series 303 Black/Orange/Gray Body Guard[REG] Safety Glove Pair	\$ 6.47
111022400	XL Series 301 Black Body Guard[REG] General Utility Glove Pair VEND PACK	\$ 5.00
111022401	L Series 301 Black Body Guard[REG] General Utility Glove Pair VEND PACK	\$ 4.99
0200881	20' x 100' Roll 6mil Clear Construction Film	\$ 68.25
99561798	2XL Fluorescent Yellow-Green/Gray 3-Layer Jacket w/Silver Reflective Tape	\$ 55.55
1029508	Medium DBI SALA[REG] Alum Front Back/Side D-Rings Lock EXOFIT NEX Vest Harness	\$ 268.00
1029509	Large DBI SALA[REG] Alum Front Back/Side D-Rings Lock EXOFIT NEX Vest Harness	\$ 268.00
1335216	6' Black/Orange Workman[REG] Mini Body Guard[REG] Single Leg ANSI Steel Snap Hook/Carabiner Personal Fall Limiter	\$ 52.65
1068216	3XL Series HV505 Lime PET Oxford/Nylon Body Guard[REG] ANSI Class 3 Hi-Visibility Insulated Jacket w/2" Silver Safety Stripe	\$ 19.06
99764340	50" - 52" Regular Brown Cotton Duck Zipper Closure Insulated Bib Overall	\$ 45.24
1051254	Bright Acrylic V-Gard[REG] Value Knit Hat-Cap Cover Winter Liner	\$ 7.01
1053107	4XL/5XL Series HV353 2Pc Hi-Vis Lime PET Oxford Class 3 Body Guard[REG] Waterproof Rainsuit Set	\$ 27.37
1005282V01	XL Series 401 White Select Grain Cowhide Unlined Slip-On Keystone Thumb Body Guard[REG] Leather Palm Glove Pair VEND PACK	\$ 2.30
1047924	2XL Natural Premium Grain Pigskin Thinsulate[TM] Lined Slip-On Keystone Thumb Cold Weather Leather Palm Glove Pair	\$ 6.93
1037023	8' Nano-Lok[TM] edge Single Leg Self Retracting 3/16" Galv Steel Cable Lifeline w/Steel Snap Hooks	\$ 148.05
1000988	5lb ABC Class Fire Extinguisher w/Wall Hook	\$ 25.88
111022399	2XL Series 301 Black Body Guard[REG] General Utility Glove Pair VEND PACK	\$ 4.99
1022409	L Series 303 Black/Orange/Gray Body Guard[REG] Safety Glove Pair	\$ 6.54
0200683	4-Drum Agent[REG] Spill Containment Pallet	\$ 180.90
99555549	6-5/8" Hi-Vis Lime OMEGA II[REG] HDPE Cap Style Mega Ratchet Slotted Hard Hat	\$ 8.06
1040544	Men's Size 10 Avenger Composite Safety Toe EH Waterproof Brown Hiker Pair	\$ 71.63
1008339	G8 Series Silver Frame/Smoke Anti-Scratch Lens Body Guard[REG] Safety Glasses	\$ 1.11
0244770	Basic Protective Chaps	\$ 34.09
1049092	IVY XT Pre-Contact Towelette Dispenser 50ct	\$ 33.92
1040548	Men's Size 12 Avenger Composite Safety Toe EH Waterproof Brown Hiker Pair	\$ 71.63
1040559	Men's Size 11 Wide Avenger Composite Safety Toe EH Waterproof Brown Hiker Pair	\$ 71.63
1024131	M Beige Premium Grain Cowhide Fleece Lined Slip-On Straight Thumb Cold Weather Driver's Glove Pair	\$ 7.95
0202902V01	L Series 401 White Select Grain Cowhide Unlined Slip-On Keystone Thumb Body Guard[REG] Leather Palm Glove Pair VEND PACK	\$ 2.15
1028685V01	2XL Series 401 White Select Grain Cowhide Unlined Slip-On Keystone Thumb Body Guard[REG] Leather Palm Glove Pair VEND PACK	\$ 2.50
111022402	M Series 301 Black Body Guard[REG] General Utility Glove Pair VEND PACK	\$ 4.91
99764303	L Brown Heavy Duty 10oz Cotton Duck 5-Pocket Hooded Jacket	\$ 34.57
1071442	NK3 Series Black/Orange Frame/Gray Anti-Scratch Lens Body Guard[REG] Safety Glasses	\$ 1.86
1067491	13" x 33-1/2" Orange PVA Body Guard[REG] Evaporative Cooling Towel	\$ 3.99
91170342	Large Red Fleece Lined Grain Driver Glove Pair	\$ 6.17
111022409	L Series 303 Black/Orange/Gray Body Guard[REG] Safety Glove Pair VEND PACK	\$ 6.88
1068212	M Series HV505 Lime PET Oxford/Nylon Body Guard[REG] ANSI Class 3 Hi-Visibility Insulated Jacket w/2" Silver Safety Stripe	\$ 19.03
1014372	Empty 3-Shelf First Aid Cabinet w/Pockets	\$ 29.76
1089449	Black Frame / Smoke Lens V50 Anti-Fog / Hardcoat Safety Glasses	\$ 5.02
0202648	Yellow NRR 27 dB QB1 Banded Earplug	\$ 3.11
1053104	S/M Series HV353 2Pc Hi-Vis Lime PET Oxford Class 3 Body Guard[REG] Waterproof Rainsuit Set	\$ 27.27
1040557	Men's Size 10 Wide Avenger Composite Safety Toe EH Waterproof Brown Hiker Pair	\$ 71.63
1040561	Men's Size 12 Wide Avenger Composite Safety Toe EH Waterproof Brown Hiker Pair	\$ 71.63
0211480	10.1oz Cartridge CP 25WB+ Fire Barrier Sealant	\$ 6.79
111022410	M Series 303 Black/Orange/Gray Body Guard[REG] Safety Glove Pair VEND PACK	\$ 6.92
1040584	Men's Size 10.5 Wide Avenger Composite Safety Toe EH Waterproof Black Hiker Pair	\$ 71.63
1335212	6' Orange Workman[REG] Body Guard[REG] ANSI Single Leg Steel Snap Hook Energy Absorbing Web Lanyard	\$ 30.42

Exhibit B: Non-Market Basket Discount Pricing

Commercial Cleaning & Janitorial Products

Air Fresheners	35.00%
Bathroom Cleaners	35.00%
Bleach and Ammonia	35.00%
Brakes, Wheels, and Parts Cleaners	40.00%
Brooms & Accessories	35.00%
Brooms & Mops	35.00%
Buckets, Feeder Pails, and Containers	40.00%
Cleaning & Maintenance Equipment	30.00%
Cleaning Hand Pads	40.00%
Cleaning Tools	35.00%
Cloth Wipers & Rags	35.00%
Degreasers	35.00%
Dish and Laundry Detergents	35.00%
Disinfectant Sprays/Wipes	35.00%
Dry Disposable Wipers	35.00%
Dry Mops and Accessories	40.00%
Dust Pans & Accessories	35.00%
Floor Care	35.00%
Floor Care & Furniture Cleaners	35.00%
Floor Cleaning Machines and Accessories	35.00%
Glass Cleaners	35.00%
Grout Cleaners	35.00%
Hand Dryers	35.00%
Hand Sanitizers	35.00%
Indoor & Outdoor Trash Cans	30.00%
Industrial Chemicals	35.00%
Insecticides	30.00%
Laundry Products	35.00%
Marking Paints	30.00%
Multi-Purpose Cleaners	35.00%
Penetrants	30.00%
Sensor Soap Dispensers	35.00%
Soaps	35.00%
Sponges	40.00%

Spray Bottles	40.00%
Spreaders	30.00%
Trash Bags	30.00%
Trash Bags & Can Liners	30.00%
Trash Can Lids	30.00%
Urinal Screens	30.00%
Vacuums and Accessories	35.00%
Wastebaskets	30.00%
Wet Mops and Accessories	40.00%
Wet Wipers (Waterless)	35.00%
Wipers	35.00%
Other	35.00%

General Industrial Supplies

Abrasive Hand Pads	30.00%
Augers	30.00%
Batteries	30.00%
Binder Chain Assemblies	40.00%
Bit Tips and Drivers	30.00%
Bolt Assortment Kits	40.00%
Cable & Wire Rope	45.00%
Cargo Tie Downs	35.00%
Carts and Trucks	25.00%
Ceiling Tiles	30.00%
Chain	40.00%
Chaps	30.00%
Clips	35.00%
Concrete Repair Products	30.00%
Cordless Combination Kits	30.00%
Cordless Drills & Drivers	30.00%
Cutting Wheels	30.00%
Diamond Saw Blades	30.00%
Drill Sets	30.00%
Duct Tape	30.00%
Fans	25.00%
Fiber & Sanding Discs	30.00%

First Aid Kits & Accessories	30.00%
General Identification Tags	30.00%
Hangers	25.00%
Jacks & Accessories	40.00%
Jobber Drills	30.00%
Landscaping Hand Tools	30.00%
Load Binder Ratchets	35.00%
Lock Cores	40.00%
Lock Nuts	65.00%
Masking Tape	30.00%
Measuring Wheels	30.00%
Packaging Tape	30.00%
Plow Bolts	60.00%
Power Tool Batteries and Chargers	30.00%
Protective Screens and Curtains	30.00%
Rack, Shelving, & Pallet Rack Accessories	25.00%
Racks, Shelving, & Pallet Racks	25.00%
Replacement Batteries	30.00%
Saw Blades	30.00%
Scrapers, Edgers, and Putty Knives	30.00%
Shut-Off Valves	25.00%
Solder	30.00%
Step Ladders	25.00%
Storage Tanks	40.00%
Stretch Film	30.00%
Strut Channel	55.00%
Strut Channel Accessories	50.00%
Threaded Rods	65.00%
Torches and Accessories	30.00%
Tube Supports	35.00%
Welding Helmets	30.00%
Welding Wire	30.00%
Wheel Chocks	40.00%
Other	35.00%

Lighting & Electrical Supplies

Ballast & Lamp Recycling Kits	30.00%
Booster Packs	40.00%
Cable Ties	40.00%
Circuit Breakers	35.00%
Clamp Meters	30.00%
Compact Fluorescent Lamps	30.00%
Electric Wire	35.00%
Electronic Ballasts	30.00%
Extension Cords	35.00%
Fixtures	30.00%
Flood Lights	30.00%
General Purpose AC Motors	20.00%
Heat Shrink Terminals	35.00%
HID Ballasts	30.00%
High Bay Fixtures	30.00%
HVAC	25.00%
Linear Fluorescent Lamps	30.00%
Linear LED Lamps	30.00%
Load Centers and Accessories	35.00%
Metal Halide Lamps	30.00%
Plugs	35.00%
Power Strips	35.00%
Receptacles	35.00%
Recessed Fixtures	30.00%
Refrigeration	25.00%
Screw Base LED Lamps	30.00%
Security Lights	30.00%
Strip and Wrap Fixtures	30.00%
Switches	35.00%
Terminals	35.00%
U-Bend Fluorescent Lamps	30.00%
Vaportite Fixtures	30.00%
Wall Lights	30.00%
Wires & Cables	30.00%

Plumbing Supplies

Adapters	35.00%
Air Conditioner Accessories	25.00%
Air Dryers	40.00%
Ball Valves	25.00%
Bearing Adapters & Assemblies	30.00%
Compressors & Accessories	30.00%
Cylinders	35.00%
Dampers	25.00%
Dehumidifiers	25.00%
Diaphragm Pumps	20.00%
Electric Heaters	25.00%
Epoxy	30.00%
Extended Surface Filters	35.00%
Faucet Assemblies	40.00%
Faucets	40.00%
Gas Engine Water & Trash Pumps	20.00%
Gasket Materials	35.00%
Heater Accessories	40.00%
Hose Couplers & Accessories	40.00%
Hose Reels & Accessories	30.00%
Hydraulic Pumps	35.00%
Hydronic Heating	25.00%
Instrumentation Fittings	30.00%
Manifold Sets	25.00%
Manual Grease Guns	30.00%
Pipe Couplings	40.00%
Pipe Elbows	40.00%
Pipe Flanges	35.00%
Pipe Insulation & Accessories	40.00%
Pipe Lengths	30.00%
Pleated Filters	35.00%
Refrigerants	25.00%
Regulators and Accessories	30.00%
Sewage Ejectors, Submersible & Sump Pumps	20.00%
Shower Heads	40.00%

Shower Repair Products	40.00%
Solenoids	40.00%
Steam Trap Repair Kits	25.00%
Steam Traps	25.00%
Switches and Accessories	35.00%
Thermostatic Mixing Valves	25.00%
Thermostats and Controllers	25.00%
Toilet Repair Products	40.00%
Toilet Tanks	40.00%
Toilets	40.00%
Tube Fittings	30.00%
Tubing	50.00%
Valve Caps	25.00%
Water Filters	40.00%
Water Fountains	35.00%

Safety Supplies

All-Purpose Jackets and Suits	30.00%
Coated and Dipped Gloves	40.00%
Cooling Products	30.00%
Cotton and String Knit Gloves	40.00%
Coveralls	30.00%
Cut Resistant Gloves	40.00%
Disposable Gloves	40.00%
Dust Masks	25.00%
Ear Muffs	30.00%
Earplugs	30.00%
Environmental and Industrial Oil Sorbents	30.00%
Eye Wash & Drench Shower Products	30.00%
First Aid Kit Replacement Items	30.00%
Flashlights	30.00%
Gloves	30.00%
Hard Hat Liners	30.00%
Hard Hats	30.00%
Head Lamps	30.00%
Hi-Dexterity Gloves	40.00%

High Visibility Garments	30.00%
Insect Repellents	30.00%
Leather Palm and Drivers Gloves	40.00%
Replacement Earplug Pods	30.00%
Safety Cans	30.00%
Safety Equipment	30.00%
Safety Eyewear	30.00%
Safety Tape	30.00%
Safety Toe Boots and Shoes	30.00%
Tarps	30.00%

Exhibit C: Service Level Agreements and Key Performance Indicator

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Service Level Agreement (SLA)

The Service Level Agreements (SLA) are based on agreed-upon service levels that are tracked over the course of the contractual term. The SLA are created for the purpose of monitoring the performance of the Contractor and the overall contractual agreement. These SLA are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Service Levels through continuous tracking, Key Performance Indicator Surveys, and State Account Management interaction. These Service Level Agreements shall then be directly evaluated through Performance Metrics in **Exhibit D**. On a quarterly basis, the Contractor shall identify the actual outcome of the SLA listed below and supply original supportive documentation for all SLA and Performance Metrics. The Contractor shall tabulate the actual SLA outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical data. The data shall not be tabulated as an average; instead, the data must be represented as actual statistical information.

The Service Level Agreements are set up with the combination of the following:

1. **Service Level Agreement – Contractor Score Card**
The Contractor Score Card is a specific table to the agreement for Contractor performance in various areas. This Contractor Score Card is tracked daily, while reported on a quarterly basis, unless otherwise requested by the State Vendor Contract Manager. The Contractor is encouraged to utilize automated processes to generate data and reports to ensure utmost authenticity. The Contractor shall not round up on any numerical data. See Table titled: **Service Level Agreement – Contractor Score Card**.
2. **Service Level Agreement - Key Performance Indicator (KPI)**
A Key Performance Indicator (KPI) is a specific survey submitted to the key stakeholders of the using entities. Each Using Entity is required to complete the KPI; the person completing the KPI should be someone who utilizes the agreement on a continuous basis and is answering the survey on behalf of the Using Entity. The intent of the KPI is to obtain real, continuous feedback on the Contractor's management performance, overall performance, and other identified factors. The Contractor shall reach out to key stakeholders to complete and return the KPI, signed, to the Contractor. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical data. The Contractor shall provide all original, supportive documentation to the State Vendor Contract Manager. See Table titled: **Service Level Agreement – Key Performance Indicator**.

Service Level Agreement – Contractor Score Card

#	Service Level Agreement	Performance Standard	Performance Target	Description	Calculation	Frequency of Review
1	Market Basket Fill Rate	98.0%	100.0%	The total number of requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	The total number of Market Basket requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	Quarterly
2	Non-Market Basket Fill Rate	98.0%	100.0%	The total number of requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	The total number of Non-Market Basket requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	Quarterly
4	Delivery Cycle Time Turnaround	By Next Business Day	By Next Business Day	Calculation of delivery from the date of order receipt to the date when the product is physically onsite with the customer by next business day.	Order date and timestamp compared to the delivery proof of dock delivery at customer's office.	Quarterly
5	Report Turnaround	(2) Business Days	(1) Business Day	Contractor must submit defined reports to State or requesting using entity within (2) business days.	Completion of reports provided according to number of business days taken to provide.	Quarterly
7	Problem Resolution Time	98.0%	100.0%	Customer inquiry resolution time shall be resolved within one interaction with the Contractor's Customer Service Call Center.	From the number of times the using entity calls Customer Service for assistance, subtracting the number of attempts it takes for resolution.	Quarterly
9	Pricing Accuracy	100.0%	100.0%	Pricing must be accurate as reflected in Contract Pricing Model.	Provide reporting model to reflect Invoiced price less the Pricing Model referenced in Exhibit A, B, and C, contractual pricing. Invoice documentation to be provided for validation purposes.	Quarterly

Service Level Agreement - Key Performance Indicator

ACCOUNT SERVICE PERFORMANCE SCORECARD						Fastenal Company										
Fastenal Company				Quarter / Period of Review:												
Site Scorecard: (Enter Using Agency location here)				Date Review Completed:												
CLIENT SATISFACTION																
CLIENT SERVICE REVIEW PROCESS (SEE SCALE BELOW) Insert check in box						7	6	5	4	3	2	1				
1. How consistent and reliable is the service Fastenal is providing?																
2. How responsive is the Fastenal service on issues, when applicable?																
3. How would you rate the professionalism of the employees at Fastenal and the subcontracted partners?																
4. How would you rate the Fastenal agreement product delivery?																
5. How would you rate the Fastenal agreement Catalog Punch-out ease of use?																
6. How would you rate the Fastenal agreement Invoice Accuracy?																
7. Overall, are you satisfied with the employees that support the Fastenal agreement?																
8. Compared to prior vendors, how would you rate the Fastenal agreement product quality?																
9. Compared to prior vendors, how would you rate the Fastenal agreement customer service?																
10. How likely are you to recommend the Fastenal agreement to other departments/people you know?																
7 Always Exceeds Expectations		6 Frequently Exceeds Expectations		5 Sometimes Exceeds Expectations		4 Meets Expectations		3 Sometimes Meets Expectations		2 Rarely Meets Expectations		1 Never Meets Expectations				
<table style="width:100%; border: none;"> <tr> <td style="border: none;">Range</td> <td style="border: none;"> On Target</td> <td style="border: none;"> Below Expectation</td> <td style="border: none;"> Far Below Expectation</td> </tr> </table>													Range	On Target	Below Expectation	Far Below Expectation
Range	On Target	Below Expectation	Far Below Expectation													
CATEGORY						RANGE		SITE PERFORMANCE								
								RESULTS / COMMENTS								
CONTRACT PERFORMANCE																
FINANCIAL PERFORMANCE								Comments:								
# of Billing discrepancies: (#)																
TECHNICAL/CS PERFORMANCE								Comments:								
% of Uptime <VENDOR> punch-out was available.																
INCIDENT REPORTING								Comments:								
# of major incidents reported (#)																
Reviewed by:						Submitted by:										
Agency Representative						Date		Fastenal Company				Date				

Exhibit D: Performance Metrics

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

***Definition:** A **performance metrics** is a measure of an organization's activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include A. Critical Process/Customer Requirement, B. Developmental measurements, C. Targets which the results can be scored against, and D. An actionable remedy if the metric is not met within an agreed upon timeline. The targeted metric deliverables were developed as a result of Exhibit C, Service Level Agreements. The metrics are set up as follows:*

Metric #: Metric Title

- A. Identification of: Critical Process/Customer Requirements.*
- B. Identification of: Developmental measurement.*
- C. Identification of: Targets which the results can be scored against.*

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements identified in **Exhibit A**. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information. The Contractor shall be allowed a ninety days (90) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics. The Service Levels shown in this contract are still to be followed during the initial implementation phase of the contract, but will not be scored.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the standards contained in the Service Level Agreement shown in **Exhibit B**, or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor over the life of the contract, if deemed appropriate. As performance metrics #11 – 20 are qualitative responses from Ordering Agency personnel, the State will review the results at a more detailed level by following up with the individual to determine if the responding Ordering Agency contact has made a fair assessment of the services provided by the Contractor before issuing a CAP.

If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

The performance metrics are as follows:

Metric #1: Market Basket Fill Rate

- A. Contractor shall ensure compliance on metric regarding percentage of the Market Basket requisition lines filled compared to the number of lines requested over a given period.
- B. The Contractor shall monitor and report on a quarterly basis the metric based on total number of Market Basket requisition lines filled by the number of lines requested over a given period. The difference, therefore, would be items on back-order.
 - Performance Standard: 98.0%
- C. The target: 100%

Metric #2: Non-Market Basket Fill Rate

- A. Contractor shall ensure compliance on metric regarding percentage of the non-market basket requisition lines filled compared to the number of lines requested over a given period.
- B. The Contractor shall monitor and report on a quarterly basis the metric based on total number of Non-Market Basket requisition lines filled by the number of lines requested over a given period. The difference, therefore, would be items on back-order.
 - Performance Standard: 98.0%
- C. The target: 100%

Metric #3: Delivery Cycle Time Turnaround

- A. Contractor shall ensure compliance on metric regarding the delivery cycle turnaround for stocked products is within 1 business day of order submission.
- B. The Contractor shall monitor and report on a quarterly basis the metric based on the calculation of delivery from the date of order receipt to the date when the product is physically onsite with the customer by next business day, provided the product is ordered by the State by 5:00pm local time. Order date and timestamp compared to the delivery proof of desktop or dock delivery at customer's office.
 - Performance Standard: By next business day
- C. The target: By next business day

Metric #4: Report Turnaround

- A. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (2) business days from the date of request.
- B. The Contractor shall monitor and report on a quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.
 - Performance Standard: By (2) Business Days
- C. The target: By (1) Business Day

Metric #5: Problem Resolution Time

- A. Contractor shall ensure compliance on metric regarding percentage resolution time where the customer inquiry resolution time shall be resolved within one interaction with the Contractor's Customer Service Call Center.
- B. The Contractor shall monitor and report on a quarterly basis the metric based from the number of times the using entity calls Customer Service for assistance, subtracting the number of attempts it takes for resolution.
 - Performance Standard: 98.0%
- C. The target: 100.0%

Metric #6: Pricing Accuracy

- A. Contractor shall ensure compliance on metric regarding percentage where pricing must be accurate as reflected in Contract Pricing Model.
- B. The Contractor shall monitor and report on a quarterly basis the metric based from providing a reporting model to reflect invoiced price less the Contract Pricing Model referenced in Exhibits A and B contractual pricing. Invoice documentation to be provided for validation purposes.
 - Performance Standard: 100.0%
- C. The target: 100.0%

Metric #7: Consistent and Reliable Service

- A. The Contractor provides consistent and reliable service. (Answering question: How consistent and reliable is the service Fastenal is providing?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #8: Responsiveness

- A. Responsiveness of customer service. (Answering question: How responsive is the Fastenal service on issues, when applicable?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #9: Professionalism

- A. Professionalism of employees (Answering question: How would you rate the professionalism of the employees at Fastenal and the subcontracted partners?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #10: Product Delivery

- A. Product Delivery (Answering question: How would you rate the Fastenal agreement product delivery?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #11: Catalog Punch-Out Ease of Use

- A. Project timeline achievement (Answering question: How would you rate the Fastenal agreement Catalog Punch-out ease of use?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations

- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #12: Invoice Accuracy

A. Invoice Accuracy (Answering question: How would you rate the Fastenal agreement Invoice Accuracy?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #13: Overall Employee Customer Support satisfaction

A. Rating the overall employee customer support satisfaction (Answering question: Overall, are you satisfied with the employees that support the Fastenal agreement?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #14: Compared to prior vendors, rate Product Quality

A. Product Quality rating compared to previous contractors (Answering question: Compared to prior vendors, how would you rate the Fastenal agreement product quality?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations

- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #15: Compared to prior vendors, rate Customer Service

- A. Customer Service rating compared to previous contractors (Answering question: Compared to prior vendors, how would you rate the Fastenal agreement customer service?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #16: Company Recommendation

- A. Recommendation (Answering question: How likely are you to recommend the Fastenal agreement to other departments/people you know?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Exhibit E: RFP #18-038 Documentation

June 15, 2018

State of Indiana
Indiana Department of Administration
Procurement Division
402 W. Washington Street, Room W478
Indianapolis, IN 46204

Attn: Patrick O'Connor, Senior Account Manager
Re: State of IN RFP #18-038

Dear Mr. O'Connor,

Fastenal is pleased to respond to the State of Indiana's RFP #18-038 for Maintenance, Repair, and Operation (MRO) Products. Over the past 8 years, Fastenal has provided the State of Indiana with dynamic and aggressive pricing, a strong product offering and a customer focused approach through our 80 Local Fastenal stores across the State of Indiana.

We have put together a comprehensive and competitive offer for your review, which is tailored to the actual purchasing history and trends in the State of Indiana. We have worked to leverage additional savings through the Market Basket and want to show continuous improvement on the current agreement.

This letter follows the format described in Section 2.2 Transmittal Letter:

2.2.1 Agreement with Requirement listed in Section 1

Fastenal acknowledges and understands the general information presented in Section 1 and Fastenal agrees to all requirements/conditions listed in Section 1. Furthermore, Fastenal agrees to all pricing terms and procedures for price adjustments as stated in Sections 1.10 and 1.4.3.

Fastenal acknowledges and understands the procedures for negotiating contract terms and Fastenal accepts the mandatory terms listed in Section 2.3.5. Fastenal accepts the clauses as they are currently written in this Section.

2.2.2 Summary of Ability and Desire to Supply the Required Products and Services

Fastenal has extensive experience providing the products, services and solutions to meet the requirements defined in Section 2.4 of the RFP. Fastenal is willing to provide the requested products and services to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

Currently the State of Indiana is a valued customer to Fastenal. We would like to continue to assist the State in meeting its MRO needs. Equally, we aspire to partner with the State to achieve its goals and objectives that are laid out in this RFP.

Fastenal acknowledges and understands the procedures for negotiating contract terms and Fastenal accepts the mandatory terms listed in Section 2.3.5. Fastenal accepts the mandatory clauses as they are currently written in this Section. Fastenal proposes that the non-mandatory contract clauses listed below be stricken from the Sample Contract:

- 19. Employment Option
- 27. Insurance - A3. Errors and Omissions Liability

2.2.3 Signature of Authorized Representative

This letter is signed by Charles Miller, Executive Vice President. Please see the attached copy of Fastenal's Board of Directors Resolution on Authorized Signatures. Mr. Miller can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4.

Kevin Fitzgerald will be the principal contact for the proposal:

Kevin Fitzgerald
Vice President of Government Sales
2001 Theurer Blvd.
Winona, MN 55987
507-453-9565 PH
507-494-0732 Fax
kfitzger@fastenal.com

2.2.4 Respondent Notification

Please notify Fastenal of correspondence regarding this RFP through use of the email listed above for Kevin Fitzgerald. Fastenal will notify the State of any changes to the contact information.

2.2.5 Confidential Information

Fastenal's submission does not contain any confidential information.

2.2.6 Other Information

Please note that the FTE numbers provided for Fastenal employees on the Indiana Economic Impact Statements are based on the award of all categories. For product categories that included more than four subcontractors, the FTE numbers of additional subcontracting companies are listed only on the FTE tab.

On a closing note, we would once again like to reiterate our desire to continue to work with the State of Indiana. We have enjoyed working with the State over the past 8 years and feel that together we have accomplished many of our goals; however, we recognize that even more can be done. As you read through this RFP, please look for areas that we have suggested enhancements on and how we plan to continue to strive to be the best supplier to the State. We know that we can continue to provide superior service and cost savings to the State.

Thank you for the opportunity to participate in this RFP. We are excited about the prospect of continued success together. We encourage any questions or dialogue regarding our offer.

Sincerely,



Charles Miller, EVP

RFP 18-038
BUSINESS PROPOSAL
ATTACHMENT E

Instructions: Please provide a response in the shaded areas to all questions. Reference all attachments in the shaded areas.

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Fastenal is pleased to respond to the State of Indiana's RFP #18-038 for Maintenance, Repair, and Operation (MRO) Products. Over the past 8 years, Fastenal has provided the State of Indiana with dynamic and aggressive pricing, a strong product offering and a customer focused approach.

Fastenal has put together a comprehensive and competitive offer, which is tailored to the State of Indiana's actual purchasing history and trends. We have worked to leverage this data through our supply chain to provide quality products and cost savings. We have developed a seamless implementation plan for the State of Indiana, with additional incentives to grow this contract within State Agencies and Local Governments. We have worked to develop a better solution for our MBE/WBE program through the State of Indiana to meet the goals set forth in this RFP. Fastenal has the experience and solutions for our customers to help them reduce their total cost of ownership.

As a two-term incumbent, Fastenal has established a strong operational footprint throughout the State, and a unique local presence that other suppliers can't match. Fastenal currently has 148 Indiana Government customers using Fastenal's bin stock FMI service, and 135 vending machines currently installed, providing the State with best practices and important cost savings for their inventory management. With these installations supported by our over 1,800 Indiana resident employees, 80 local branches, a 500,000 sq. ft. distribution center, and our fleet of company owned vehicles, Fastenal, now more than ever, is poised to offer the State same day service through our established Indiana presence, and significant cost savings through our streamlined supply chain and dedicated Government Sales team.

In our time as the State of Indiana's MRO supplier, Fastenal has also worked to increase our overall footprint in the communities we serve. In the past four years, Fastenal has logged over \$59 million in overall spend from Indiana based small business suppliers, with annual spend nearly doubling from 2014 to 2017. Overall, Fastenal recorded more than \$136 million in total spend from 2014 to 2017 with the 702 Indiana based suppliers we support.

Please see attached (2017 Economic Impact).

Our supply chain is supported by a team of highly trained personnel dedicated to providing

an unparalleled level of support, and making a positive impact in the state. The following are just a few of the countless examples of Fastenal's commitment to 'Growth through Customer Service' in action.

- In 2016, the Edinburgh Correctional Facility ran out of water on a day when dangerous road conditions prohibited standard delivery. Government Sales Specialist Ken Lyons loaded a Fastenal vehicle with pallets of water, and made the delivery despite road advisories, giving the inmates pictured on the right welcome exercise in the process.
- Furthering our support of Indiana based correctional facilities, Fastenal has worked with DeWalt to provide power tools used in instructional courses for inmates hoping to receive certifications during their incarceration. These certifications are vital to inmates that aim to secure employment upon their release.
- When product is required immediately to support state infrastructure, Fastenal employees have on many occasions, loaded product directly from our Indianapolis warehouse, and met buyers halfway in Terre Haute, further expediting the already quick delivery times offered.
- For disaster relief in Florida, INDOT was preparing to mobilize a team to assist with damaged highways and roads from Hurricane Irma. They needed supplies and notified Fastenal around 4:00PM needing standard and special order items within a 36 hour window. Fastenal branch teams, DC Teams, and the government team worked after hours to supply product by their departure. This was about 60 different SKU's.



Please see attached (INDOT Safety Catalog) for more information on Fastenal's collaboration with the Department of Transportation.

Fastenal is proud of our accomplishments in the State of Indiana and every single one of us is committed to building on this foundation to accomplish the goals that the State has set forth. We hope to continue our successful partnership and drive additional savings and more value to all customers.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or

services in the United States must be described in more detail than other components of the organization.

Please see attached (Fastenal Company Structure).

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

Please see attached (Annual Report 2017).

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

Please see attached (Integrity of Financial Reporting).

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please

review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

Please note: The State will only review or negotiate changes to contract clauses clearly identified in the transmittal letter. If there are no contract clauses identified Respondent is considered to have accepted the clauses as they are currently written.

Please strike the following:

19. Employment Option

~~If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.~~

27. Insurance

~~3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.~~

Fastenal can comply with the remainder of the non-mandatory contract clauses.

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

Customer 1	
Legal Name of Company or Governmental Entity	New York State
Company Mailing Address	37th Floor, Corning Tower, ESP
Company City, State, Zip	Albany, NY 12242
Company Website Address	https://www.ny.gov/
Contact Person	Kathleen Danaher
Company Telephone Number	518-474-8676
Company Fax Number	
Contact E-mail	kathleen.danaher@ogs.ny.gov
Industry of Company	State Government
Customer 2	
Legal Name of Company or Governmental Entity	State of Missouri
Company Mailing Address	301 West Street
Company City, State, Zip	Jefferson City, MO 65101
Company Website Address	https://www.mo.gov/
Contact Person	Kristina Cramer
Company Telephone Number	573-751-1695
Company Fax Number	
Contact E-mail	Kristina.cramer@oa.mo.gov
Industry of Company	State Government
Customer 3	
Legal Name of Company or Governmental Entity	New York City
Company Mailing Address	One Centre Street
Company City, State, Zip	New York, NY 10007
Company Website Address	http://www1.nyc.gov/
Contact Person	Charles Odiase

Company Telephone Number	212-386-0304
Company Fax Number	212-669-7723
Contact E-mail	codiase@dcas.nyc.gov
Industry of Company	City Government

2.3.6.1 Does your company have any pending litigation regarding contract disputes?

Please see attached (Litigation Disclosure).

2.3.6.2 Please list any contracts lost or terminated in the last three years and provide reasons for loss or termination, as well as contact information.

Please see attached (Litigation Disclosure).

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey

Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Fastenal is registered to do business with the State of Indiana.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

Please see attached (Board of Directors Resolution).

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made

available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor’s name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor’s responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor’s form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information. Purdue University recognizes Minority and Women Owned Businesses that hold a certification issued from any certification entity. While utilization of these subcontractors is highly encouraged, if they do not hold a State-issued certification from the MWVBE office, they will not count toward the MWVBE goals stated in Section 1.20.

Please see attachments and Commitment Letters for MBE/WBE/IVOSB participation.

2.3.10 General Information

Business Information	
Legal Name of Company	Fastenal Company
Contact Name	Kevin Fitzgerald
Contact Title	Vice President of Government Sales
Contact E-mail Address	kfitzger@fastenal.com
Company Mailing Address	2001 Theurer Blvd
Company City, State, Zip	Winona, MN 55987
Company Telephone Number	507-453-9565
Company Fax Number	507-494-0732
Company Website Address	www.fastenal.com
Number of Employees (company)	21,060
Years of Experience	50
Number of U.S. Offices	2,300
Year Indiana Office Established (if applicable)	1984
Parent Company (if applicable)	N/A
Revenues (\$MM, prior year)	\$4.39 Billion
Revenues (\$MM, two-years prior)	\$3.96 Billion
% Of Revenue from Indiana customers	3.65%

2.3.10.1 Does your company have a formal disaster recovery plan? Please provide a *yes/no* response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Fastenal understands that the impact of a disaster is felt locally and the response is best mobilized on the local and regional level. This is why Fastenal believes our capability to bring a positive and quick response to a disaster is second to none. We have inventory, personnel, and our transportation network positioned to respond to each local market's need. Fastenal's response is not next day, it is same day.

To better understand what Fastenal brings to support each State of Indiana contract member's emergency management plan, it's important to truly understand what Fastenal offers. With 2,100+ U.S. locations and 20,000+ employees, we truly are where you are. Our network of branches is supported by 17 distribution centers strategically located across the U.S. One thing that differentiates Fastenal within the industrial supply marketplace is that we own our transportation routes. Our branches are serviced by our own fleet of 325 semi-trailers, 150 straight trucks and 139 sprinters, so we don't have to rely on 3rd party carriers during times of need. With our fleet of 7,500+ vehicles, investment in locations, and over a billion dollars in available inventory spread across all 50 states, Fastenal has the ability to respond more quickly to the local market than any other distributor.

Fastenal's distribution network is the largest and most sophisticated of its kind in the industrial supply industry and, when coupled with local Fastenal employees, provides the customer with a valuable resource during times of need. Unlike traditional catalog houses that rely only on Internet ordering and a limited physical presence, Fastenal integrates our Internet ordering capabilities with local personnel, buildings, vehicles, and product for immediate deployment. This combination has enabled us to effectively respond to emergencies such as hurricanes (including Irma, Harvey, Sandy, and Katrina), tornadoes, wildfires, winter storms, and the 9/11 terrorist attacks.

A quick, effective response requires planning. Fastenal works closely with states at the procurement planning level – from the Departments of Health and Homeland Security to port authorities and local emergency management teams. Our collaboration involves developing local plans to deploy people and products on predetermined time frames. We follow predefined action items occurring at 12 hours, 24 hours, 48 hours, 72 hours, one week, and 30 days following an event. Although each state's needs vary due to proximity and predisposition, the process is methodical – defining potential people, planning, events, responding to the actual occurrence, proximity, products and logistics. The team below is designed to address the various logistical supply challenges presented by a disaster.

Disaster Response Team

VICE PRESIDENT OF GOVERNMENT SALES

CORPORATE EHS DIRECTOR

GOVERNMENT SALES TEAM

Director of Government Sales
Government Sales Specialist
Sales Development Specialist
Inside Sales Support

LOCAL RESPONSE

Regional Vice President
District Sales Manager
Branch General Manager

DISTRIBUTION

Vice President of Operations
Vice President of Transportation & Safety
Regional Operations Manager
Corporate Traffic Manager

PRODUCTS

Vice President of Products & Supply Chain
Director of Supply Chain
Supply Chain Manager

Below are items of discussion that are typically addressed during planning meetings:

- Assessment of potential risks for disaster
- Identification of key points of contact within the state and Fastenal, local staff and contact information
- Management and communication of Blue Team Responds - email and phone contact information
- Identification of strategically defined locations within the State and satellite locations
- Pre-assembly of “Go Kits” – kits to deploy during time of need; often requires multiple suppliers working together at consolidation points and a predetermined number of kits and shipment locations
- Review of Logistics – discussion of utilization of Fastenal’s fleet of approximately 7,500 branch and distribution center vehicles to quickly deliver product. Branch locations deliver pre-positioned inventory same day, while distribution vehicles replenish same day or next day.
- Discussion of potential roadblocks – proximity of event and impact to strategic locations
- Review of response times: 12 hours, 24 hours, 48 hours, 72 hours, one week, and 30-day Continuity of Operations plan
- Discussion of additional considerations: proximity of event, population density, warehouse/storage space, logistics, response times, relocation, primary and secondary items/commodities
- Inventory assessment and monitoring of potential high-demand products
- Working with manufacturers on logistics and specific inventory items, including our regional distribution facilities
- Deployment of containers, products, and kits, in addition to working with similarly situated distributors to provide the customer with distribution routes where possible.

Fastenal's established presence in Indiana will offer an important advantage in dealing with any potential emergencies that arise in the course of our contract. With 80 Fastenal branches spread throughout the state, and our company's largest distribution center located in Indianapolis, Fastenal is poised to use its unmatched supply chain, fleet of company owned vehicles, and 1,896 Indiana based employees to respond to State issues at a moment notice.

2.3.10.2 What is your company's technology and process for securing any State information that is maintained by your company?

Fastenal's approach to information security is based on a philosophy of continuous improvement that is informed through a risk-based evaluation of the people, processes, and technology used to safeguard our sensitive data and systems. Fastenal Company utilizes various information technology security controls and processes to support operational activities including, but not limited to: security and computer operations management, service delivery and change management, secure software development, vulnerability management, strategy and planning, end-user computing, internal security audit, configuration management, risk management, incident response, disaster recovery, and business continuity planning. To ensure robust adoption of sound information security principles and governance, Fastenal has chosen to align with industry best practice standards and frameworks such as CIS, NIST, ISO, and PCI, where applicable.

2.3.11 Experience Serving State Governments

Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts. Disclose each state or jurisdiction in which Respondent does business or holds contracts to provide goods or services and the nature of each such business or contract.

As an incumbent State of Indiana contractor since 2010, Fastenal has demonstrated competence in the administration, marketing, and compliance with the terms and conditions of the State of Indiana contract. Fastenal has 44 state-wide MRO contracts. Additionally, Fastenal has over 15 years of experience implementing many state-wide MRO contracts. These statewide contracts span the spectrum of city, county, and state government agencies.

2.3.12 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

Fastenal serves a multitude of private and public sector customers similar in size and scope to the State of Indiana. The most relative example we can provide is Fastenal's experience servicing the State of Indiana over the past 4 years under QPA 13090 and the 4 years preceding that under QPA 11179. Similarly, Fastenal services a number of other public sector customers.

Fastenal has over 15 years of experience implementing state-wide MRO contracts, and currently participates in 44 state-wide MRO contracts.

Please see attached (Fastenal Experience)

In addition, Fastenal is prepared to meet this challenge by drawing on our experience successfully implementing large and complex national account contracts with Fortune 500 corporations, including contracts with major corporations such as Procter & Gamble and Emerson Electric Company

Fastenal's National Accounts department was created in 1995 to manage the company's contracts with large national and multi-national corporations who required uniform pricing and terms & conditions to be administered across multiple branch locations to service the customer enterprise-wide. Fastenal's contract management department and our contract management systems are by-products of the evolution of our National Accounts department over the past 20 years.

2.3.13 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

Fastenal intends to claim the Buy Indiana points as an Indiana business with Substantial Indiana Economic Impact.

Please see attached (Indiana Preference)

2.3.14 Payment

Respondent should be able to accept payment by credit card as an optional form of payment, but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card. Please demonstrate how your company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

Fastenal accepts all purchasing cards.

**RFP 18-038
TECHNICAL PROPOSAL
ATTACHMENT F**

Instructions: Please supply all requested information in the areas shaded yellow and indicate any attachments that have been included to support your responses.

2.4.1 General Requirements and Definitions

2.4.1.1 Please confirm your understanding and acceptance to all definitions and abbreviations listed in RFP Section 1.2.

Fastenal understands and accepts all definitions and abbreviations listed in RFP Section 1.2.

2.4.1.2 Please list any additional terms and definitions used by your company or industry that you would like the State to consider incorporating in the contract. The State will not accept terms and definitions introduced after award during contract finalization and implementation.

“Customer Core Item” shall mean any Product on the Customer Core Item File. The current list of Customer Core Items shall be identified through the message “Customer Core Item” effective the date of purchase when shopping on www.fastenal.com with the Buyer’s account number. Additionally, the message of “Customer Core Item” will be displayed at the local branch within Seller’s Point-of-Sale system and on any punch-out E-catalogs required by Buyer. Customer Core Items should only represent the items purchased with high frequency where planned purchasing is attainable.

“Catalog Item” is an Item with a published wholesale price that is also supported by the Seller’s central distribution model which shall be identified through the message “Catalog Item” effective the date of purchase.

“Expanded Catalog Item” is an Item that may or may not have a published wholesale price that is not supported by the Seller’s central distribution model which shall be identified through the message “Expanded Catalog Item” effective the date of purchase.

“Non-Catalog Item” is an Item that is not a Customer Core Item, Catalog Item or Expanded Catalog Item which shall be identified through the message “Non-Catalog Item” effective the date of purchase.

2.4.1.3 Please confirm you have carefully reviewed all requirements listed in RFP Section 1.4. Should your company have any exceptions, substitutions, or conditions for the State’s consideration, please list them below. The State will not accept exceptions, substitutions, or conditions introduced after award, during contract finalization and implementation.

Fastenal can comply with all requirements listed in RFP Section 1.4.

2.4.2 Online Capabilities and Ordering

2.4.2.1 Please provide a detailed description of all “punch-out” catalog functionality currently available and actively being used with current customers.

Fastenal provides a fully functional, custom-tailored punchout catalog to directly link to your financial system. It provides full integration with the State’s procurement application using the power and convenience of a customized web interface. Some features that are currently being utilized are:

- **Easy-to-Use Search** – Users can search by keyword or by selecting categories and sub-categories to get to exactly what they need
- **eQuotes** – Custom quotes/orders can be sent directly to the punchout for users to access and check out. eQuotes are the most convenient way for users to create requisitions and offer significant time-savings by not having to search for the products themselves. -Please see attached (E-Quotes).
- **Website-to-Punchout** – Many of our punchout customers have personnel in requisitioning positions whom don’t have access to the organization’s purchasing system. In recognizing this, Fastenal has created a linkage between our punchout site and our website.
- **Contract Pricing** – State of Indiana contract pricing will be displayed through the punch-out
- **Order Templates** – Ordering entities can save a personal list of parts for future use. Products can be edited, added to, or deleted from the template.
- **MSDS/Technical/CAD** – Products that contain any additional technical or supporting information will come with documents or links to capture this data.
- **Product Availability** – All standard parts display up to date inventory status information. When a State of Indiana customer is viewing the punchout, inventory stocked at the local branch will be displayed.
- **Product Blocking/Restrictions** – Products or categories of products can be blocked from being viewed or ordered by the customer.
- **Green/Environmentally Preferred Products** – State of Indiana customers are encouraged to purchase Green/EPP items, either by searching for green items or refining by green attributes. All EPP products are identified with a designation of Green with a clear designation symbol.
- **MBE/WBE** – As an enhancement to our current contract, Fastenal will look to add MBE/WBE product offering to our punchout catalog. These items will be designated with a custom message: “MBE/WBE item”.
- **Local Branch Information** – Each user can select their Local Branch for quick access to contact information and product availability including products that are “Available Now”.
- **Market Basket Tab** - Users can search by keywords or by selecting categories and subcategories **ONLY** within Market Basket items. – Please see attached (Market Basket Tab).

2.4.2.2 Please detail your company’s on-line ordering system’s capability to allow buyers to simply re-order (e.g. order templates, item lists).

Order Templates, also referred to as “Favorites”, offers users the ability to save frequently purchased products for easy re-ordering directly in the Fastenal punchout. These can be saved at the individual user level, or can be shared with everyone in the State who has access to the punchout. Products can be edited, added to, or deleted from templates. Order templates can also be uploaded from Excel using a simple two-column format.

Through Fastenal’s commitment to customer service, we are glad to work with users on site, over the phone, or via e-mail/fax to create an eQuote for a user based on previous purchases or current needs. This process can also be utilized for unfamiliar products that we can work with our manufacturer network to find an exact or alternate replacement.

Please see attached (Template).

2.4.2.3 Please indicate your willingness to extend all provided pricing to other governmental bodies.

Fastenal is willing to extend all provided pricing to other governmental bodies.

2.4.2.4 Please describe in detail your company’s ability to restrict products viewed or purchased within the State “punch-out”. These items must remain available to other governmental bodies that will not be restricted in their purchases. Please make sure your description indicates if this can be done by item, product type, or any other possible categorization.

Products or categories may be restricted from purchase. Restricted items will be displayed as restricted and the user is not allowed to purchase the items.

Please see attached (Restricted Items).

2.4.2.5 Please describe in detail your company’s ability to identify items as Market Basket and suggest Market Basket items when non-Market Basket items are selected during the ordering process. Can these suggestions be tracked to show savings realized or passed upon?

State of Indiana ordering entities can view market basket, catalog, and expanded catalog items as well as the State of Indiana contract pricing online when logged in with their branch account number. The pricing displayed allows the user to clearly identify their contracted pricing compared to wholesale.

Please see attached (Contract vs. Wholesale Pricing).

Cost Savings reports can be requested at any time to determine hard savings associated

with users purchasing these Market Basket items and will be detailed in our Quarterly Business Review meetings with the State.

2.4.2.6 What tools or services does your company provide to assist the State in managing demand to market basket items or other equivalent-quality, low cost products?

To help the State drive more compliance within the Market Basket, Fastenal created a Market Basket Tab within our punchout catalog. This allows users to only view Market Basket items while being able to search by keyword or by selecting categories and sub-categories. This enhancement even travels with you throughout your searching experience on the punchout.

Please see attached (In-Stock Out-of-Stock Market Basket).

Fastenal's punchout can be set up with customized messaging to specify whether a product is a Market Basket item.

In addition to Market Basket items, Fastenal offers functional equivalent/low cost options within search results for specific branded products. If a user performs a general search for a product, the site will suggest an exclusive branded item (which is typically a low cost functional equivalent) as well as the branded item. This allows the user to make a better purchasing decision on the most cost effective solution for their current needs.

2.4.2.7 How does your company display backorders on-line? If your company does not have the capability, please provide an explanation of any alternative solution your company has to offer.

The punchout shows availability and displays lead times. Fastenal punchout orders flow through the local branch and backorders are tracked through the branch's point of sale. The ordering entity will be notified of out of stock items by their local Fastenal branch. The local branch has first-hand information as to when the back-ordered item can be delivered, what items are available immediately should the customer wish to consider a substitute, as well as all technical information about the proposed substitution.

Please see attached (In-Stock Out-of-Stock Market Basket).

2.4.2.8 Some other governmental entities with access to this contract may prefer to use email/fax/telephone to submit orders. Please describe your ability to use email/fax/telephone to take orders for these entities.

With 80 Fastenal branches in Indiana, we are where you are. One of the key differentiators in the industrial supply distribution marketplace is the number of options we offer for order submission or placement.

Below are some of those ways:

K-12/Library/OneIndiana BPS Catalog –

Users who have access to the BPS Catalogs for K12 and OneIndiana will be able to order

product directly from Fastenal through the existing punchout catalog currently being utilized. This punchout has all the same unique features and benefits that the State punchout has as well and will allow for access to any Specific Market Baskets we will set up for these entities.

Will Call and Walk-in / Walk-out at the Local Fastenal Branch

State of Indiana State Agencies and Non-State Agencies can order items by walking into the local branch, calling the branch, faxing or emailing their order. Local branches are open during normal business hours of 7:30 a.m. to 5:00 p.m. Monday through Friday. Branches can be opened after hours for emergency service. Local Fastenal branch information is available 24/7 via www.fastenal.com under the Branch Locator.

Fastenal's Outside Sales Force

Each Outside Sales Person, including the branch General Manager, has a local book of business and the responsibility to make regular sales calls on their local customers.

After an account has been opened, it is automatically loaded into Fastenal's Customer Relationship Management (CRM) tool and populated into the Outside Sales Person's sales zone, establishing a relationship between the Outside Sales Person and the customer. This level of local sales support and accountability is unparalleled among industrial supply distributors, and Fastenal customers rely on their direct relationship with local personnel who can solve problems, provide on-site/on-call service, and support their needs. This is what sets Fastenal apart in the eyes of our customers – knowing that their dedicated Outside Sales Person will be stopping by to assist with product requisition, answer sourcing questions, provide local insight into supply chain solutions, and help out with demonstrations, promotions, training, product applications, new item introductions, warranty issues, and/or recycling programs. This model provides the customer with a local relationship, with the backing of a national company.

Fastenal has made a multi-million-dollar technology investment in mobile devices and software for our Outside Sales People. This technology is a force multiplier, putting the power of the Fastenal branch in the hands of the Outside Salesperson. Utilizing the mobility platform, the Outside Sales Person can check inventory availability at the local branch, in the regional distribution center, or within all of Fastenal's distribution centers. The Outside Sales Person can also take an order or quote items – all during the sales call. Bin-stocking services are performed on site by utilizing the mobile device to scan the bar code label on the bin and relay the min/max information to the local branch's point of sale (POS) system for re-ordering. The mobile device is also used by the Outside Sales Person to manage his or her sales call schedule, meeting notes and action items.

Fastenal.com

Ordering entities that prefer to place their orders online have the option to place orders through Fastenal's state-of-the-art transactional website. Ordering entities will be able to log in with their branch account number to view the state contract catalog.

Unlike traditional "catalog house" industrial supply distributors, Fastenal typically fulfills

online orders at the local branch, maintaining the continuity of the local relationship as well as the order history for local inventory stocking models and reporting.

FAST Solutions: Bin Stock

Fastenal's bin stock solutions are a perfect fit for any production and MRO items you cannot dispense out of a vending machine but are still needed on your shelves. Each solution is unique, but all share three common elements:

1. A labeled location and min/max inventory range for each part.
2. A nearby Fastenal branch to carry the inventory and make sure you always have just the right amount on hand.
3. Detailed usage reporting by location, clarifying 'how much of which parts should be stocked where.'

Manual Solutions:

Fastenal Managed Inventory (FMI)

Save time and money by utilizing our local experts to manage your bin stock inventory.

- We organize & label new or existing bins, collaborate to establish initial min/max levels and service schedule
- We visit regularly to monitor & replenish inventory.
- Suggested replenishment orders are submitted, reviewed and approved via Fastenal.com.
- Flexible delivery (we deliver to dock or put product away).

FAST Scan

If you prefer to handle the scanning and ordering internally, Fastenal will provide an iOS-based scanning solution for your personnel to quickly generate replenishment orders.

- We organize and label bins and shelving.
- We set up profiles for local users on Fastenal.com and provide scanning devices.
- Your local personnel determine inventory levels and controls.
- We provide flexible delivery, reporting, and suggestions for improvement.

Electronic Solutions:

FAST Scale

Utilizes weight sensor technology to provide a real-time view of your exact quantity on hand (QOH) Fast Scale is a good fit for critical production parts. Users log onto Fastenal.com to view live inventory levels and adjust reorder triggers

- We install the scale system, organize and label parts.
- An order is automatically generated when stock hits 'min' level.
- View and approve suggested orders via Fastenal.com.

- Flexible delivery (we deliver to dock or put product away).

FAST Solutions Vending

With tens of thousands of machines currently implemented at customer sites, Fastenal is the dominant leader in industrial vending. ... Why? It's a combination of our innovative technology, our low-cost, no-risk program, and most important of all, our "machine behind the machine" – the thousands of local Fastenal personnel making sure each solution is perpetually filled, functioning, and fully optimized for maximum savings.

- Wide variety of machines to support virtually any product needs.
- Dynamic web reporting – view real-time usage data when, where and how you want to see it.
- Machines provided free of charge based on a one-year renewable service agreement.
- Your servicing Fastenal branch teams monitor and replenish the machines – no paperwork or labor required.
- Dedicated vending specialists work hand-in-hand with our local branches to analyze usage patterns, suggest areas for improvement, and make sure the solution is driving the results you want to see.

Please see Attached (FAST Solutions Vending Catalog) for more information.

FAST Solutions Onsite

The purest expression of our local service philosophy is our Onsite service model, positioning not only our solutions but also Fastenal personnel and Fastenal-owned inventory – essentially a dedicated branch – within the walls of your facilities. Just like vending and bin stocks, this is a natural extension of our distribution infrastructure and a model we've pioneered in our industry, with hundreds of Onsite partnerships generating in excess of \$500 million in revenue per year.

The Fastenal Onsite Advantage:

- Full program customization based on process mapping exercise.
- Dedicated onsite Fastenal team to handle all inventory management functions – the first time your employees touch the product is at the point of use
- Consigned onsite inventory within the Fastenal crib – we own it until it's on your production floor.
- Customized inventory modeling to eliminate stock-outs.
- Immediate access to planned needs (within our crib) and a variety of spot-buy needs (via our local branch).
- Detailed, flexible reporting based on your business priorities.
- Deep collaboration, including participation in Kaizen events and other company initiatives. (As we like to say, it's like having a team of supply chain experts on your staff, but not on your payroll.)

Disaster Response Mobile Solutions

As a solution for remote emergency responses, the servicing Fastenal branch can tailor a jobsite trailer or Conex to meet the State's disaster response supply needs. These mobile units are managed by local Fastenal personnel and stocked with immediately available inventory that is bar-coded for easy identification.

2.4.3 Data Management and Integrity

2.4.3.1 Describe in detail the process or processes your company uses to update and maintain catalog data, including correction of pricing and product errors.

Fastenal catalog data is collected by working directly with the Account Management Team. After data is collected and verified, a Contract Coordinator will input the information into our internal Contract Management platform, where it is screened for any discrepancies in products and pricing. Information is only fully loaded and accessible for the customer when either no errors exist or all errors have been resolved. Any changes needed regarding the addition or subtraction of parts from the catalog are verified by the customer and entered into the Contract Management program. Special reporting is also available by request if the customer would like to verify that the correct parts and pricing are loaded.

In addition, any QBR action items such as Market Basket Additions, MWBE participation, or additional tier 3 discounts would be updated through the catalog upon agreement and acceptance from the State.

2.4.3.2 How does your company maintain data integrity? For example, how would changes to the State specific catalog be prevented?

The content in Fastenal's punchout catalogs is populated and controlled through the product and pricing information loaded for specific contracts. The State of Indiana's catalog would be controlled by the State of Indiana contract, meaning that no changes will occur to the punchout catalog unless first changed within the contract information.

The contracts are maintained through our Contract Management database, which verifies that all information is correct prior to any changes are made.

Fastenal utilizes various general information technology controls with its systems, including security, change management, development methodology, computer operations, development strategy & planning, and end-user computing. Fastenal also maintains a Disaster Recovery Plan that incorporates a Technology Recovery Plan.

2.4.3.3 How does your company handle notification of any changes in unit of measure or item description that occur, even if a SKU number or manufacturer number does not change?

A customer utilizing a Fastenal punchout catalog will have access to updated product information on a daily basis, in the morning following when it is updated in Fastenal's

system. This information will also be available to customers that are integrated through EDI or on Fastenal.com.

2.4.4 Market Basket

2.4.4.1 Please confirm your understanding of the Market Basket composition review process as described in the RFP. Please describe the process your company will take in preparation for these quarterly reviews and how you will select items for the State's consideration (to add or remove to/from the Market Basket).

Fastenal is willing to review the State of Indiana's usage, frequency reports, and Key Performance Indicators and present this data quarterly. Fastenal uses usage and frequency reports to provide additional savings to the State. Fastenal has a proven record of saving the state money on the commonly used items through this process.

2.4.4.2 Please confirm your understanding of retrospective discounts for non-MB items, as detailed in the RFP? Please describe any conditions or details associated with the retrospective discount. Retrospective discount percentage offers should be included in the Attachment D – Cost Proposal.

Fastenal is willing to provide retrospective discounts for non-MB items purchased in high dollar volumes at anything that was purchased at only standard discounted pricing. Today, Fastenal captures this information in the frequency and usage reports for the State of Indiana and quarterly we review this information and look to add these items to the market basket with an additional discount applied.

Fastenal will comply with this need by reviewing usage reports and providing continuous cost savings for the State. In addition, Fastenal will work with end-users from the State and provide the best possible price for high dollar volume purchases negotiated at the time of order.

The retrospective discount offered in each category is based on the discount offered within each category and sub category. The retrospective discount will be added to the discount offered and not to the actual discount applied at the invoiced price. Sourced items without a standard Fastenal wholesale price may not apply and items purchased through our Tier 2 Subcontractor program may not apply.

2.4.3.3 Does your online system have the ability for users to selectively view only MB items? If not, how will MB items be identified from non-MB items?

Driving market basket compliance has been and will continue to be a goal on this contract. To support the State's efforts to help their end users identify market basket items easier, Fastenal developed a tab on our punchout catalog for users to only view market basket items.

This online view allows customers to search for product by part number, description, or product category tree all while only viewing items within the market basket. This feature has helped drive cost savings to our customers by allowing them to easily find items that have the very best pricing. If they are not able to first find it in the market basket tab, the customer can easily switch over to our full offering to find what they are looking for. This feature follows the user through their entire searching experience on Fastenal's punchout catalog. This means that while the end users are "drilling down" to find what they need to get their job done...the Market Basket Tab will follow them, showing them that there are items in the Market Basket that fit their needs!

In addition, custom messaging will appear on Market Basket items as well.

Please see attached (Market Basket Tab).

2.4.4.4 What is your company's process for satisfying orders for Market Basket out-of-stock items if your company is not able to fill an order within forty-eight (48) hours?

It will be our goal to maintain a 100% fill rate on Market Basket items and have all Market Basket items available within 24-48 hours (with many of these items available same day through our local branches in Indiana).

If something becomes "out-of-stock" and we are not able to fill the order within 3 business days through normal distribution of that product, Fastenal will work with the end user directly on when that item is needed and will work to get that product delivered within 3 days at no additional expense to the customer. In the event the product still cannot be secured (Manufacturer is out of stock, etc.) the end user will be notified so we can mutually agree upon another solution (such as a substitute item that shall not exceed the price of the backordered Market Basket item).

(With the Dynamic Market Basket feature, Fastenal would ask at least 30 days when a new item is added to prepare for inventory at our distribution center).

2.4.4.5 How will the punch out differentiate between in-stock/out-of-stock status for Market Basket items?

All standard parts displayed on our punchout catalog (and on Fastenal.com) will have up to date inventory status information (real-time). This feature applies to ALL products within the punchout catalog, including Market Basket and Non-Market Basket items.

Please see attached (In-Stock/Out-of-Stock Market Basket Items).

2.4.4.6 Currently the market baskets are combined for State Agencies and K12/Local entities. If during the life of the contract, the current market baskets are not representative of K12/Local needs, please describe your company's willingness and your plan to create the most representative and best priced market basket for those entities. Please provide any qualifiers, restrictions, or

suggestions that will distinguish your response.

Fastenal will offer each Participating Agency the opportunity to negotiate a “Custom Basket” program.

This program shall allow individual agencies within the State of Indiana to identify up to 200 items in addition to the market basket and negotiate additional discounts to be applied to these items. The Custom Basket may be reviewed annually and updated as required.

This program will be offered by Fastenal to all State Agencies AND K12/Local entities and can be identified through the punchout catalog. Fastenal will work with each Agency to identify items that they would like to add to their Custom Market Basket during the implementation phase of the new contract. These items will be displayed on the punchout catalog through custom messaging.

In addition, as an added solution, Fastenal will have reviewed our current usage and frequency detail within ALL the K12 and Local customer groups and will automatically create a Custom Market Basket for them based on current trends. This will allow Fastenal to target these customers with products they are currently buying on a frequent basis to provide additional savings.

This Market Basket will be reviewed quarterly along with the State to identify any additions for future cost savings. Fastenal is prepared to show the State this information when requested.

2.4.5 Implementation and Transition

2.4.5.1 Please identify how many “punch-out” implementations with PeopleSoft your company has performed and indicate any previous issues your company has had and how they were corrected. If the Respondent has not implemented with People Soft please provide other relevant implementation experience.

Fastenal has created many punchout catalogs through PeopleSoft and is currently managing the existing punchout with the State of Indiana. E-Commerce platforms can come with challenges when implementing with certain providers; however Fastenal has met these challenges in the past and has worked with our customers to meet any deadlines. With our punchout catalog already up and running, with regular maintenance today through our contract management team, we don’t feel that there would be any issues with implementation.

2.4.5.2 What is your company's proposed implementation plan, citing specific tasks, dates and milestones from contract award to availability to place orders?

Fastenal has a proven track record when it comes to implementation and it is attributed to the focus and attention we give during the implementation process. However, as successful as Fastenal has been during the past 8 years as the incumbent supplier, we also realize that a new contract award will require the same focus and disciplined approach to implementation.

Please see attached (Implementation Plan).

2.4.5.3 Please identify specific tasks and milestones which require State involvement and collaboration during contract implementation.

MWBE – Fastenal proposes to develop a line card promoting our new partners and also to do direct marketing of our MWBE partners. This marketing would include direct emails of their products, mailings, phone calls, and end-user visits. Fastenal will need an updated contact list of the State Agency leads from the State.

Fastenal would like to provide an annual customer specific trade show at a mutually agreeable place. We would ask the State to help us by offering best dates and collaborating on the location.

Fastenal will also require the State’s assistance in notifying various State Agencies upon contract award.

2.4.5.4 Please identify any innovative solutions your company would offer in order to drive contract compliance and savings.

Call Center

Fastenal proposes to use B.C. Forward, one of our MBE partners, to assist us in promoting products, services, and best practices. This way we can be certain that we are communicating a consistent message that will help drive compliance and cost savings within the State.

FAST Solutions Inventory Management

Local Fastenal branches can stock customized dedicated inventory for State of Indiana contract members and keep just the right amount flowing to their stocking locations, minimizing waste, downtime, and total costs. Through these programs, local Fastenal personnel take on the “heavy lifting” of inventory monitoring, ordering, and replenishment. FAST Solutions (as detailed on the next page) are tailored to meet the needs of each individual site.

BIN STOCK: Fastenal currently has 50,000+ bin stock solutions implemented at customer facilities. Members utilize this solution to organize and add efficiency to the ordering process managed by the member or Fastenal. We organize & label new or existing bins and collaborate to establish initial min/max levels and service schedule. Suggested replenishment orders are submitted, reviewed and approved via Fastenal.com.

VENDING: Fastenal currently has 80,000+ industrial vending machines installed at customer sites. Members position these devices at the point of use allowing more efficient access to inventory all while maintaining security and ensuring allocation rules are followed. When stock runs low, the machine sends an automated notification to the servicing branch and the Fastenal representative initiates the restock process.

ONSITE: Fastenal currently has 700+ onsite locations. Members who implement an onsite program can streamline all of these procurement needs:

- Point-of-use access via onsite representative to source, procure, and expedite product needs
- Various eBusiness solutions
- Integrated procurement systems
- Product standardization & substitutions
- Capital improvement projects
- Custom manufacturing
- Industrial services – tool repair, regrind, lifting and rigging, hose assembly
- Preventative maintenance project kitting

Gaining Traction with Political Subdivisions

Over the past two years, Fastenal has worked in conjunction with our State of Indiana Contract Manager, Emily Cranfill, to improve overall compliance to the State of Indiana QPA through State agencies. Further, Fastenal’s proposed call center and Government Sales Offices can assist us with increasing our State presence through direct sales calls and marketing. We also participate in various trade expos with many Indiana based political subdivisions. In addition, Fastenal plans to open up our branches on dedicated days with invitations for government participants to get to know Fastenal better.

2.4.6 Customer Service and Account Management

2.4.6.1 Please describe in detail your company’s proposed account management team structure including names, contact information, and resumes where possible, and services each individual or group will perform.

For nearly 50 years we have been guided by four simple words: Growth Through Customer Service.

This motto has guided us forward as we’ve grown from a small regional supplier into one of the world’s most dynamic growth companies – from one branch to more than 2,300 and counting in the United States (including the District of Columbia, Puerto Rico, and Guam). Along the way, we’ve aggressively invested in things that make a difference for our customers, continuously improving a multifaceted service network that today includes:

- A stringent quality management system anchored by our engineering teams and

testing laboratories around the world.

- Thousands of manufacturer-partners, making each Fastenal branch a one-stop source for a huge range of OEM, MRO, and Construction products.
- A multi-site custom manufacturing division, quickly producing machined, hot forged, and cold formed parts to provide solutions for our customers.
- Regional distribution centers across North America, working with local branches to anticipate customer demand and keep product flowing when and where it's needed.
- A large fleet of big trucks and local delivery vehicles, enabling us to move product faster and more cost-effectively than the competition.
- The world's largest industrial vending program, FAST Solutions, helping thousands of customers reduce consumption and operate more efficiently.
- And at the heart of it all: 2,300+ Fastenal branches spanning all 50 U.S. states, the District of Columbia, Puerto Rico, and Guam – each striving to be the best industrial supplier in the market it serves.

State of Indiana members are serviced by a local Fastenal branch team that is dedicated to their satisfaction. After an account has been opened by a member, it is automatically loaded into Fastenal's Sales Management System (SMS) where it is assigned to an Outside Sales Representative's (OSR) book of business, establishing a relationship between the local Fastenal OSR and the customer.



With more than 10,200 sales personnel nationwide, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Fastenal customers rely on their direct relationship with local personnel who can solve problems, provide on-site/on-call service, and support their needs. This is what sets Fastenal apart in the eyes of our customers – knowing that their dedicated Outside Sales Representative will be stopping by to assist with:

- product requisition
- billing/lead time questions
- answering sourcing questions
- providing local insight into supply chain solutions
- demonstrations, promotions, training, product applications, new item introductions
- warranty issues
- recycling programs

No matter where a member is located – from a remote rural area to a major metropolis – they benefit from a local relationship backed by corporate support and a national distribution network.

Reporting to the Government Sales Management team is a national team of professional, experienced Government Sales Specialists. Each state will be supported by Fastenal

Government Sales Specialists whose focus is strictly State agencies, higher education, and political subdivisions.

These specialists work directly with agencies and Fastenal branches to:

- support contract best practice, compliance, and training (including customer and employee training)
- develop custom market baskets and additional discounts within agencies
- support FAST Solutions implementation
- respond to disasters
- resolve issues
- perform quarterly business reviews (QBR) and ensure overall customer satisfaction.

Our 2,300+ local Fastenal branches utilize our Point of Sale (POS) system to manage their local accounts. The POS system is controlled by Fastenal's Contract Management system. The Contract Management system allows for administration of pricing, rebates, and other contracted terms on a corporate level. This information is integrated with the local servicing branches' point of sale system to ensure compliance.

Please see attached (Fastenal Account Management and Resumes).

2.4.6.2 What is your company's plan to provide the State of Indiana and all the participating agencies, schools, and governmental bodies with a coordinated and consistent customer service program?

Fastenal will provide the State of Indiana with two contacts to support this agreement. We have implemented this strategy to provide outstanding customer service and focus to specific customer groups.

For State Agencies and working directly with IDOA, we have Ken Lyons as the Central Point of contact. Ken will work directly with State Agencies and Fastenal branches to support contract best practice, compliance, training (including customer and employee training), the development of "custom market baskets" within agencies, implementation, disaster recovery lead, working with MBE/WBE participation, marketing of products, process mapping, local reporting, issue resolution, and customer satisfaction. Ken has been with Fastenal for over 30 years and has been our State of Indiana Specialist for 2 years. He brings a lot of value and experience to this role and is committed to drive compliance and savings for the State.

For all other participating agencies (including schools, Colleges and Universities, and Local Governments), we have Mike Hopkins as the Central Point of Contact. Mike will work directly with these Agencies to show them the benefits of using the QPA through the State and what value Fastenal can offer to support them. Mike also will work with our branches for contract best practice, training, the development of "Custom Market Baskets" specific to K12 and Local Agencies, marketing and customer satisfaction. Mike has been with Fastenal for over 15 years and has been in his current role for over 4. He is

committed to drive the QPA to all eligible users in the State of Indiana and provide leadership and outstanding customer service.

2.4.6.3 What type of contract specific information is retrievable by a member of customer service? Order status, delivery information, backorder information, contracted pricing, Market Basket item availability, product information, etc.?

Our local Fastenal branches have access to all contract specific information through our Point of Sale system and can be requested at any time.

- Accept orders for catalog items
- Assist with punch-out catalog questions
- Trouble shooting and problem resolution
- Assist with returns or warrantee issues
- Resolve billing issues
- Order Status/Delivery
- Backorder information
- Contract Pricing
- Market Basket Availability
- Training
- Product Information
- Sourcing

In addition to the local branches, this information can also be retrievable by our Customer Service Team and Account Management Team.

2.4.6.4 What is your company's standard process for problem resolution and escalation, including standard response times?

Problem Resolution

Typically, the preferred method is to address and resolve the problem immediately at the local level. When a problem arises, our branches are there to react fast and provide a solution to that problem same day.

Escalation

If problems continue, they will then be escalated to the District Manager level and to the Account Manager level. The Account Manager can also be contacted at any time with concerns.

The Account Manager will address the situation immediately (same day) upon notification and will employ all available resources for resolution, and then works to provide solutions where needed. Potential problems may also be discussed in quarterly reviews and when appropriate, a corrective action form is used to ensure that the problem has been resolved to the customer's satisfaction.

2.4.6.5 How soon will a member of the proposed Account Management Team be able to be on site at Indiana Government Center in Indianapolis, if necessary?

Fastenal can have somebody from our Account Management Team on site at the Government Center in Indianapolis *within hours* of request if needed.

We are committed to continue a partnership and resolve matters quickly and with our local approach to service; we are where you are. In addition to somebody being on-site at the Government Center, Fastenal will also commit to being available for all locations across the state immediately. We can be on-site helping to provide solutions to end users – in person across the whole State.

2.4.6.6 What is your plan to ensure the continuity of the Account Management team if a member should depart?

Our State of Indiana contract, as well as all State Contracts, is supported through the efforts of our Government Sales Department. In the event an Account Manager departs, his or her responsibilities would default to the Director of Government Sales until a replacement is named immediately. This prevents any interruptions and ensures that account responsibilities are fulfilled in support of the customer. Additionally, Fastenal reports from within, ensuring that the replacement would have a working knowledge of our corporate culture and existing contract.

2.4.6.7 Please define your customer service quality program? Include details on internal metrics.

At Fastenal we truly care about customer satisfaction, and we know that this is an important part of our business. We strive to keep our customers satisfied by providing exceptional customer service. In order to monitor this, we use a customer satisfaction survey. We survey all North American customers yearly, working through each region and district to measure customers' experience with their Fastenal sales representative and their overall satisfaction with Fastenal.

To do this, we email a link to customers asking them to complete the survey. After the customers in a district are surveyed, those results are shared with the District Manager and the Regional Vice President. From there, the District Manager shares the results with the branch employees (the frontline Fastenal sales people). It is then in their hands to make improvements, correct errors, or just continue providing outstanding Fastenal customer service. We've found our survey methods to be a great way to unearth any concerns a customer may have and also to collect great, positive feedback (e.g. "I love using Fastenal, they always provide great service and go above and beyond."). We plan on continuing this email survey process well into the future, potentially expanding the topics being asked as well as the response rate of customers surveyed.

In addition to ongoing customer satisfaction surveying, we also measure customer satisfaction by the following metrics:

- Customer retention rate
- Annual growth rate
- # of Active Accounts per month
- Customer Referrals and Testimonials

- Number of contracts that are renewed and/or extended

2.4.6.8 Please describe any additional services, trainings, solutions, etc. which you are prepared to offer at no cost to the State.

With the assistance of manufacturing representatives, Fastenal actively engages customers to provide education on new products. Trainings can be provided at the member's facility by Fastenal personnel and Fastenal vendor personnel. These training opportunities include open houses, vendor days, demonstration trucks, application training, samples, marketing literature, etc.

Fastenal also partners with hundreds of leading manufacturers and suppliers to train our customers on set up, operation, and maintenance of their product. These trainings are arranged by the local branch service team to ensure State of Indiana members have the product knowledge and certifications they need to safely and efficiently use the product.

Fastenal will provide customized training programs to meet State of Indiana members' needs. Training sessions would generally be held at the member's facility, with training conducted by a local Fastenal employee and/or a Fastenal certified vendor. Because of our local presence, these trainings can be offered to the State of Indiana members frequently throughout the year, at no cost.

Fastenal branch representatives and other customer support personnel are kept current on product and industry trends through ongoing training, yearly reviews of industry standards, and close interaction with our suppliers. In addition to customer training, our sales and support personnel participate in career-long professional education and development to continually improve their knowledge and service. The result is a well-trained sales force that can provide technical expertise to end users within a local environment.

Fastenal's Certified Vendor Training Program:

Fastenal's Certified Vendor Training program includes training from certified vendors in the following areas:

- New products
- Equipment & operation – manufacturer/certified set-up/training
- Safety and OSHA training
- Product application, features and benefits
- Cost savings, lean, and vendor managed inventory (VMI) solutions



Although designed for our employees, Fastenal's Certified Vendor Training program will be offered to State of Indiana ordering entities as customized training workshops. Many

of our product trainings are focused on safety, but the program also includes vendors outside of the safety category who provide training on various products and applications. In order to participate in the Certified Vendor Training program, the vendor must design training and present to the Fastenal School of Business (FSB) team, initiating a rigorous certification process that includes a consensus between the FSB instructors and the vendor on the following:

- Training requirements
- Hands-on and interactive delivery methods
- Markets targeted for products
- Product applications and uses

Safety Training:

To support our safety product offering, we've positioned trained Safety Specialists across the United States. These personnel carry multiple certifications, including Masters in Occupational Health and Safety, QSSP Certification, and OSHA 30-Hour Training. Their job is to identify hazards, document risk factors, garner worker feedback regarding PPE, and ultimately develop a business plan to reduce workplace incidents while maximizing productivity and profits.

Working with our key safety suppliers, Fastenal's Safety Specialists provide trainings and PPE equipment assessments for the following concepts:

- Eye Protection – product selection/rationalization, fit testing
- Hearing Conservation – fit testing
- Face and Head Protection
- Respiratory Protection – qualitative fit testing
- Skin Care Needs Analysis – prevention/reduction of occupational dermatitis, reduction of sick days
- Hand Protection – job-specific assessments, product testing
- Fall Protection – application assessment, harness/lanyard inspection, competent person training
- Ladder Inspection and Certification
- Hoist and Sling Inspection and Certification
- Heat Stress Evaluation – program development
- Spill Containment and Flammable Storage
- Lock Out/Tag Out Program
- AED, BBP, First Aid Training
- ARC Flash Assessments

Energy Efficient Lighting Audits and Training:

Fastenal works in conjunction with our lighting vendors to provide energy efficient lighting audits and training as a value-added service for customers. This program includes:

- Lamp/Ballast Standardization Recommendations
- Lighting Energy Audits/Analysis/Presentations
- Energy Saving Initiatives Specific to Lighting/Ballast
- Sustainability Initiatives Specific to Lighting/Ballast & Other Products

- Product Design Recommendation/Implementation of the Latest in LED Technology for Enhanced Energy and Maintenance Saving Strategies
- Lighting upgrade installation and project management

Green and Sustainability Training:

Fastenal's Certified Vendor Training includes information about green and sustainability initiatives offered by our various manufacturer partners. We also offer training on our green and sustainability product reporting and ways State of Indiana ordering entities can work with Fastenal's Sustainability Coordinator to establish goals and manage spend to achieve their goals.

Annual Customer Show

Fastenal hosts an annual customer show to provide a venue for customers and manufacturing partners to participate in new product rollouts, cost savings training, demonstration of solutions, etc. Additionally, State of Indiana members are afforded an opportunity for government cooperative training provided by National Cooperative Procurement Partners (NCPP).

2.4.7 Order Processing/Retail

2.4.7.1 Please describe in detail how your company would be able to authorize and process in store purchases. How will your company ensure in store purchases are transacted at contracted Market Basket and Non-Market Basket pricing in all your retail store locations?

Today, Fastenal provides thousands of customers with the products and services they need, in ways that allow them to minimize waste and costs.

The cornerstone of our value offering is our local branch network. Each of our 80 branches in Indiana is a one-stop, full service source for a vast range of products – focused on meeting local customers’ needs, backed by our global distribution strength. This branch based service model enables us to:

- Stock product locally for immediate availability
- Tailor local branch inventory to match our customers’ needs
- Manage customers’ inventory to lower their total cost of ownership
- Provide personal, flexible service that’s recognized as the industry standard

In addition, our branches are located in the communities they serve, paying local taxes, hiring local employees, experiencing the local business environment, and understanding the culture and MRO requirements unique to that area.

How authorized users can make purchases at the local Fastenal branch?

Local branches are open during normal business hours of 7:30 a.m. to 5:00 p.m. Monday through Friday. Branches may be opened after hours for emergency operations as well.

With our brick and mortar business model, Fastenal is uniquely positioned to capture emergency, spot buy and unplanned purchases from State and political subdivisions (if applicable). Irrespective of the ordering method – online, phone, fax, will call or walk-in/walk-out – the local branch is the primary point of fulfillment for the customer. Ordering entities are able to make a purchase at the local branch by establishing an account specific to their ordering entity. The branch account is linked to the State of Indiana Master Agreement via Fastenal's Contract Management System.

Availability of contracted items through branch locations

All contract items are available for purchase from the local Fastenal branch. The single most powerful feature of the Fastenal branch model is the ability of the local branch General Manager to stock inventory to meet their local customers' needs based upon historical usage patterns or forecasts. While not every market basket or catalog item is part of our retail branches' standard inventory model, the ability of the District Manager and Branch Manager to make decisions about what inventory needs to be stocked in addition to the standard branch stock creates an environment whereby the local branch can decide to stock any item that an ordering entity requires to be on-hand and available for same-day, 24 or 48 hour delivery. Whether or not the item is in stock at the branch does not take away from the fact that all market basket items, catalog items and non-standard items can be ordered from the retail branch.

How authorized purchasers will be able to make payment

Authorized purchasers can make payment via credit card at the branch or they can order on account and be invoiced for payment via check or EFT.

How contract pricing, terms & conditions are administered to the local branch accounts

Fastenal's Contract Management System drives compliance to the Fastenal branch point of sale (POS) system. The function of linking branch accounts to the Contract Management System establishes the relationship between the ordering entity's account at the branch and the terms, conditions and pricing of the QPA. It also ensures that all accounts are tracked for sales reports that drive the data we need for the Dynamic Market Basket.

- 2.4.7.2** Please list your company's Indiana retail locations and how these stores operate within your company structure. Please identify whether the stores are franchised or separately owned and if so, how pricing, ordering, and reporting issues will be managed.

Please see attached (Fastenal Indiana Branches).

All local Fastenal branch location are corporately owned and operated.

2.4.7.3 Will your company extend any sale price in store that is lower than the set price of a Market Basket item?

Yes, Fastenal will extend sale prices to the State if they happen to be lower than the set Market Basket price or any Non-Market Basket price as well. For example, if Fastenal is running a particular promotion and the pricing is set lower than the current contract price, the customer would receive the promotion price.

2.4.7.4 Please describe your company's internal training and communication plan or methodology to ensure retail staff understand the State's contract and properly handle purchases.

All State of Indiana Fastenal locations will be required to attend the State of Indiana Implementation Workshop for their districts. These workshops will be created to give every employee the details of the contract regarding Market Basket items, delivery terms, customer service plans, vendor managed inventory, response time, etc.

Fastenal will provide on-going training to all Fastenal employees in Indiana. All Fastenal branch management will be trained directly to understand the contract in its entirety and how to handle issues that could arise. Every new employee will be given direction on how to handle purchases and each branch will also have a Standard Operating Procedure book on hand to refer to with questions; if the Government Specialist is not immediately available to help them.

2.4.7.5 What is your company's process for Special Order Items?

Fastenal's Sourcing capabilities provides the State of Indiana with a solution for acquiring infrequently ordered facilities maintenance products or a specific brand that may not be currently offered. Through our Sourcing Group, Fastenal provides quick access to thousands of suppliers and millions of products beyond our product catalog.

With Fastenal being a leading distributor within MRO Supplies, we can typically purchase from many different suppliers globally. Once a need is identified, our Sourcing Group will work directly with a new supplier to create part numbers and sell prices for these items. These parts will also be displayed on the punchout catalog and through www.fastenal.com. Depending on the scope of the opportunity, Fastenal can typically fulfill these needs within 24 hours.

Additionally, this channel provides access to many more products from Fastenal's existing Suppliers as well. Fastenal has many of suppliers that make products that may not be found in the punchout or in our catalog. Pricing for these items is market-based for each customer.

In addition, Fastenal will utilize our Sourcing Group to increase our participation through our MBE/WBE Subcontractors. This will allow the State of Indiana to have access to even more Suppliers that our subcontractors utilize as well. The same process will be

used for satisfying the customer's needs.

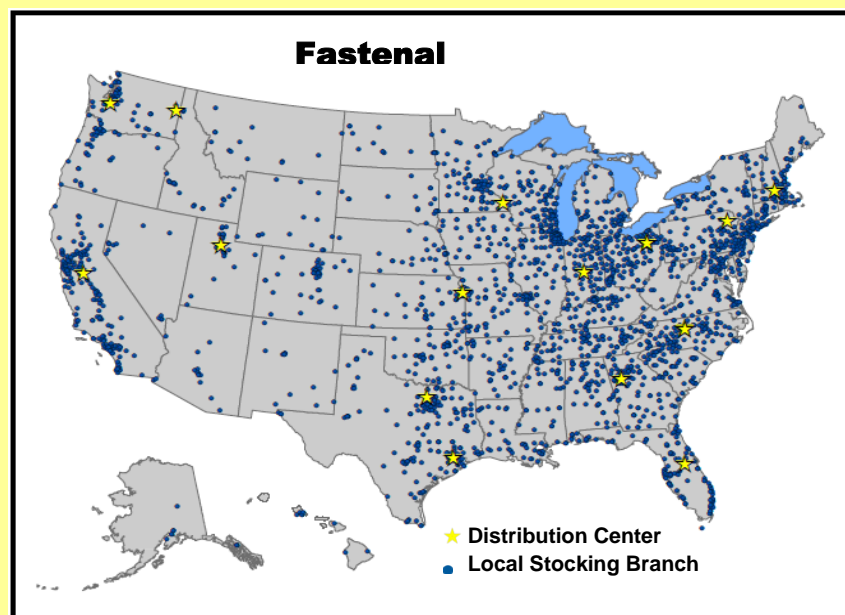
2.4.7.6 Which types of purchasing cards does your company currently accept (e.g. Visa, MasterCard, American Express, etc.)?

Fastenal accepts all purchasing cards.

2.4.8 Shipping and Delivery

2.4.8.1 Please describe in detail how your company could optimize shipping and delivery to the multiple State/Local delivery sites that would provide the maximum cost savings while meeting the delivery requirements outlined in the RFP.

At Fastenal, we understand that delivery speed is a function of distance – and that the shortest supply chain wins. So, while others have embraced a centralized direct-ship model (with a ‘built-in’ one-day lead time), we’ve never stopped working to decentralize, providing faster, better service as we move ever closer to our customers.



Fastenal's distribution footprint allows us to offer same-day service in 2,300+ local markets, something no other industrial supplier can do. The key to this solution has been our ability to cost-effectively operate local branches in not only major cities but also small towns and rural areas across North America, positioning dedicated service teams and customized inventory minutes away from the customers we serve.

Fastenal's branch-based service model enables us to:

- Stock product locally for immediate availability;
- Tailor local branch inventory to match our State of Indiana contract members' needs;
- Manage customers' inventory to lower their total cost of ownership; and
- Provide industry leading in-person, flexible, value added customer service

We are where you are. With our exceptional distribution network consisting of a footprint

of 2,300+ local Fastenal branches and 17 distribution centers, Fastenal has a proven track record of superior past performance in supporting State of Indiana contract members. Fastenal holds more than \$1 billion worth of inventory, immediately available to State of Indiana contract members through our local branches. Each Fastenal branch serves as a local distribution point for a vast range of MRO and Facilities Maintenance supplies – backed by our global distribution and sourcing strength, yet free to tailor its inventory and service to meet the needs of local customers.

Branches are serviced by the nearest of 17 Fastenal distribution centers throughout the U.S. through our company-owned fleet:

- Fleet Vehicles: 7,580
- Semis: 325
- Straight Trucks: 150
- Sprinters: 139

Our U.S.-based distribution centers are located in Akron, OH; Atlanta, GA; Denton, TX; Edwardsville, KS; High Point, NC; Houston, TX; Indianapolis, IN; Jessup, PA; Lakewood, WA; Leominster, MA; Modesto, CA; Orlando, FL; Pearl City, HI; Salt Lake City, UT; Spokane Valley, WA; and Winona, MN.

2.4.8.2 What percentage of on-time deliveries does your company currently achieve with customers who require forty-eight (48) hour delivery? What percentage for delivery in two (2) business days, three (3) business days, and five (5) business days? Define how you measure on-time delivery.

Below are some of the distribution performance metrics that distinguish Fastenal in the marketplace:

- 80% of all customer transactions are for products stocked in the local branch or available at a regional distribution center, representing either same-day or 24 to 48 hour fulfillment.
- If a standard product is not already in stock at your local branch, we can usually get it there on our own trucks before the next business day begins. 80% of branch deliveries via Fastenal trucks from our distribution centers arrive before 8 a.m. on scheduled truck days.

Fastenal's branches and distribution centers carry more than a billion dollars in inventory in order to provide fast delivery for local customers.

2.4.8.3 What is your company's order fill rate under contracts similar to this? (An order with a 100% fill rate would have no backorders.) What performance level do you regard as "acceptable" and "excellent"? How does your company measure fill rate and are these measurements available for a customer to view on-line?

Fastenal Company strives for a 100% fill rate within existing contracts. The current QPA has had a historical fill rate of 98.79% within 48 hours on most frequently purchased items.

A well-defined expectation, our local presence, and the ability to stock inventory locally help us to anticipate customer needs and respond appropriately. While we strive for a 100% fill rate, there are occasions when that mark is difficult to achieve. We would consider a fill rate of 90% as mildly acceptable and anything above 96% as excellent. Backorder and fill rates are currently not available online. However, the report can be generated internally and shared with the state regularly, or as needed.

2.4.8.4 Please explain how your company would provide proof of delivery to the State for every order upon request? (This is needed for periodic audits.)

Proof of delivery is provided by signed packing slip or electronic signature on the Fastenal mobile devices. Proof of delivery can be requested at any time from our local branches or customer service team.

2.4.8.5 Please describe in detail your company's current processes and solutions for handling backorders.

In the event an item is back-ordered from our distribution center or the branches, there are currently a number of options for effectively handling the back order and securing the product for delivery. The first option would be communicating the order status, and offering a functional equivalent as an alternative. If the functional equivalent isn't acceptable, there are a number of other options available within the Fastenal system. Our branches are serviced from primary and secondary distribution centers. If the item is back ordered from those locations the branch can check inventory within the supply chain which gives visibility to other distribution centers or branch locations that may have the item in stock. The branch in need can request items from the branch, or distribution center that has inventory. Our branches also have visibility to the manufacturers' inventory, and the autonomy to place an order from the manufacturer. Future solution include, but are not limited to continuous usage reviews to identify products needed in our stocking model, or anticipating the inventory need by communicating with the site using the items and having inventory available at the local branch.

2.4.9 Reporting

2.4.9.1 What are the standard reports that your company provides to your customers? Please provide a list of your company's standard reports, including examples, as an attachment to your RFP response. Please note which are available on line.

Administrative Reporting

Fastenal's Contract Management and Sales Support department administers all reporting that supports the State of Indiana QPA. The frequency of the reporting is ideally quarterly. However, monthly reports can also be generated. Fastenal will utilize the Indiana Department of Administration (IDOA) Pay Audit System to manage MWBE compliance.

Fastenal's Contract Management system tracks all branch accounts for each ordering

entities and generates the following reports from the invoice data:

- Detailed Activity Report*
- Spend Summary Report*
- Spend by Concept (Product Category) Report*
- Please see attached (Sample Administrative Reporting).

Fastenal has additional reporting available upon request to provide information regarding contract spend, high usage item reporting, invoice registers, outstanding invoice statements and payment trends as needed by the customer.

MBE/WBE Subcontractor

Tier 2 reporting is available on a quarterly basis and is available in multiple formats to meet the State's needs. Online reports, Excel spreadsheets, Word documents and other media can be made available upon request. Fastenal will enter, on a monthly basis, payments into the Minority and Women's Business Division online audit tool for each subcontractor.

Environmentally Preferred Products Reporting

Fastenal's Sustainable Products Coordinator manages reporting to customers regarding environmentally preferred products (EPP). This report is available on a quarterly basis. In addition, Fastenal's Sustainable Products Coordinator will review usage and suggest environmentally preferred alternatives throughout the life of the contract.

Please see attached (Green Reporting).

Fastenal Automated Supply Technology (FAST) Reporting

In addition to controlling product consumption, our FAST vending solutions support detailed visibility into usage all the way down to the individual user. Prior to vending an item, users can be prompted to enter up to five levels of user-defined information (e.g., department, group, cost, center, project, etc.), enabling management to track usage accordingly. Because the software that runs the machines is web-hosted, all of this information is available online in real-time, 24/7. Transactional reports can be uploaded into the customer's ERP system.

Please see attached (FAST Solutions Vending Reporting).

Workflow Management Reports via Online Catalog

The Workflow Management feature within Fastenal.com has built-in reporting capabilities for managers to view, authorize and approve purchases made online. This feature provides the ability to define three levels of authorization, access and approval. The top level has authorization ability and visibility globally. The second level allows certain personnel to authorize and approve orders, with visibility to all orders they have approved. These users also have the ability to order. The third level has access to order only, with no authority to approve orders.

Online Reporting

Fastenal's online ordering system provides robust reporting for ordering entities to manage their budgets and track their purchases. Available online reporting includes:

- Open Balances and Statements – View and print any Fastenal invoice with an open balance. This includes all orders placed with Fastenal, regardless if placed online or not.
- Order Status and Tracking – Ordering entities can see the status of their orders at any time during the order process. UPS tracking numbers are made available in status updates where applicable, and the local branch can provide tracking information on branch-delivered parts.
- Order History – View history of orders placed online with Fastenal.com. History orders can be reordered and edited for future use.

Cost Savings & Continuous Improvement Documentation and Reporting

Fastenal can provide cost savings reports documenting our progress towards a mutually agreed upon cost reduction target goal. Hard and soft cost savings are reported through Fastenal's point-of-sale (POS) computer system, which will document our progress towards your cost reduction target on a daily basis. Some of the metrics that are typically targeted for cost savings reporting include:

- Hours saved in receiving
- Hours saved in disbursement
- P.O's reduced as result of blanket P.O.
- Invoicing savings via EDI transactions
- Material substitution
- High-volume part conversion
- Longer product life
- Site surveys
- Training seminars
- Emergency service
- Inventory reduction
- Reduced invoices through VMI
- Committed branch inventory

Please see attached (State Hospital Cost Savings Q2 2018 and Cost Savings Example).

2.4.9.2 Please detail your company's customized and ad hoc reporting capabilities including how long the State will wait to receive new requests for information.

In addition to the Standard Reports that are available for the State of Indiana. Fastenal also can generate customized and ad hoc reporting as well. Typically, these reports are available within 2-4 business days.

An example of a customized report is Site Specific Usage Reports. Each one of our branches in Indiana can pull Customized Usage Reports for specific customers at any time. This information is tracked within our Point of Sales (POS) system at each location

for each customer.

Please see attached (Example Usage Detail Report).

In addition, and the most useful ad hoc report, is Fastenal's Trend Report. Fastenal uses Data to help drive costs out of the supply chain. We feel that we have successfully done this for the State of Indiana over the past 4 years. Fastenal reviews trend reports and buying habits across multiple users to identify the most commonly used items on this contract. This is the basis for the Dynamic Market Basket and what is used to identify those items. By reviewing these reports, Fastenal and the State of Indiana have been able to drive significant cost savings.

Other reports are also available upon request; for example a Savings Model that Fastenal and the State will work together on to develop.

- 2.4.9.3** Does your company provide On-Line Account Management Services that enables the State Vendor Management team to monitor activity? If so, please provide a list of all functions of on-line capabilities including reporting.

Workflow Management Reports via Online Catalog

The Workflow Management feature within Fastenal.com has built-in reporting capabilities for managers to view, authorize and approve purchases made online. This feature provides the ability to define three levels of authorization, access and approval. The top level has authorization ability and visibility globally. The second level allows certain personnel to authorize and approve orders, with visibility to all orders they have approved. These users also have the ability to order. The third level has access to order only, with no authority to approve orders.

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- Order Status and Tracking – Ordering entities can see the status of their orders at any time during the order process. UPS tracking numbers are made available in status updates where applicable, and the local branch can provide tracking information on branch-delivered parts.
- Order History – View history of orders placed online with Fastenal.com. History orders can be reordered and edited for future use.

- 2.4.9.4** Please describe your company's ability to provide periodic usage reporting, including, but not limited to, reports that include the following fields: the Purchasing Entity, Manufacturer Name, Manufacturer Code, Manufacturer SKU Number, UPC Code, UOM (Unit of Measure), Items per UOM, Product Description, List Price, Market Basket Price, Price Actually Charged, Source of Price Charged (Lower sale

price, etc.), Quantity Purchased, Extended Price Charged, Payment Type (P-Card, etc.), Order Method (On-line, Phone, etc.), Average Order Size, Item Classification (Market Basket Item, Replacement Item, Full Catalog Item). Please include how long it takes your company to provide new periodic reports.

Fastenal does have the ability to provide these usage reports to the State with the detail described. Typically, this information can be pulled within 3-5 days of request. Most of the items listed are standard for Fastenal Usage Reports that we provide to the State during the QBR's.

- 2.4.9.5** Please describe your company's ability to provide periodic performance reporting, including, but not limited to, Customer Service Incidents, Customer Service Response Time, Service Quality Metrics, Defective Items, Market Basket Analysis, Discontinued Items, Discontinued Suppliers, Same day order processing performance, Out of Stock Items, Backordered Items, Proof of Delivery, On-time delivery, Returned Items and Credit Paid, Pricing Accuracy Analysis, Manufacturer Cost Reductions, Order Accuracy, Implementation Performance Tracking. Please include how long it takes your company to provide new periodic reports.

Fastenal does have the ability to provide periodic performance reporting as well. We have reviewed the Service Level Agreement with the Contractor Scorecard and Key Performance Indicator components and will implement these reports into our Quarterly Meetings. Fastenal will look to track the data in the Contractor Scorecard utilizing an automated process to generate the data and reports. In addition, Fastenal will work to send the KPI out to key customers that utilize the agreement on a continuous basis to obtain continuous feedback on our performance.

- 2.4.9.6** Please describe your company's ability to provide a quarterly report of all products sold under the contract that did not receive a Market Basket price or Non-Market Basket Discount. Example report fields should include at minimum: the Purchasing Entity, Manufacturer Name, Manufacturer Code, Manufacturer SKU Number, UPC Code, UOM (Unit of Measure), Items per UOM, Product Description, List Price, Price Actually Charged, Source of Price Charged (Lower sale price, etc.), Quantity Purchased, Extended Price Charged, Order Method (On-line, In Store, etc.), Item Classification (Market Basket Item, Replacement Item, Full Catalog Item).

Fastenal is able to comply with these requirements and provide quarterly reports for these items.

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Product Substitutions, Pricing Audit Report, K-12 usage and rebate, additional reporting, fields, etc. over the life of the contract. The contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as anytime upon the State's request. The Contractor shall

work with the State Contract manager to develop a Savings Model that reflects the actual savings over the life of the contract. The contractor shall report on the Savings model at each QBR and shall provide updates upon request.

Sourcing of non-core items is a service that Fastenal offers to customers to procure items that are not available within Fastenal's distribution system. Fastenal's sourced products are a direct line extension of the product offering consisting of thousands of vendors with whom we have developed a publically recognized business relationship around promoting and developing the brands representative of the vendor. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution.

At the distribution center and local branch level, purchasing is decentralized for each individual location; this allows for maximum flexibility to purchase quality products from qualified vendors. This combination of flexibility and accountability allows Fastenal Company to provide quality products and services to its customers in a "just in time" environment with a customer service approach that has its focus at the local level.

Additionally, for Participating Entities with Small Business goals, non-core items may be sourced though one of Fastenal's authorized resellers. Under the Small Business Reseller program, the Small Business is the vendor of record and manages the sourcing, procurement and invoicing of the item to the Participating Entity under Fastenal's contract. Depending upon the item, Fastenal may provide distribution, logistics and vendor managed inventory services.

Pricing for sourced items is based on current market conditions and negotiated locally (either by Fastenal or the Small Business Reseller) on a per-order basis.

2.4.10 Supplier Relationships

- 2.4.10.1 Please describe your relationship with the suppliers whose products will be offered in the Market Basket. How will you ensure the minimal disruption to the State and other governmental bodies using the contract should you have to change suppliers and subsequently offer different products in the Market Basket? Please describe how this transition would be managed.

Fastenal has thousands of quality suppliers that are name brands in the industry that we utilize on a daily basis. Our product development team is tasked with having excellent relationships with our Suppliers and meets with them regularly to talk about specific opportunities. Fastenal has utilized these relationships over the past 4 years with the existing MRO contract through the Dynamic Market Basket. By capturing data, Fastenal is able to share that information with our Suppliers to make sure they are providing a great pricing and service to the end users. Fastenal also takes our relationships with our Key Suppliers to our customers as well. As the incumbent supplier, Fastenal has brought many of our suppliers into State of Indiana facilities to train them on Market Basket and Non-Market items. In addition, we have brought suppliers into IDOA for Tri-Lateral negotiations with Fastenal and the Supplier.

While we will make every attempt to not change a manufacturer of a Market Basket item, we do realize this is a possibility. Every Fastenal transaction is based on a Fastenal Part Number. When a product is not in stock and/or not available from the supplier or it has been discontinued, our internal system will immediately notify our branches and based on the delivery expectations of the customer, Fastenal will offer a substitute product of equal or greater quality, subject the approval of the customer. The end user will determine if the substitution is acceptable. Inventory of Market Basket items will be tracked and replenished well before we run out of product. This will allow us the ability to know if a product is changing market-wide or if there is a shortage expected.

2.4.10.2 If a situation occurs where a supplier suddenly increases it's prices to your company, how will you ensure that your company's price agreements with the State are upheld?

Fastenal works directly with our Suppliers on specific opportunities such as the State of Indiana QPA. When we work with them through this channel, pricing is typically set to the same terms set forth in the contract.

In the event that the Supplier has an increase, Fastenal will still hold pricing to the contract terms and conditions outlined in the Master Agreement and after the initial 12 month period, we will work with the State on any price increases necessary with proper documentation from the Supplier.

2.4.10.3 From time to time, an agency or governmental body has a need for a specific brand product that may not be offered in the Market Basket or the product catalog. What efforts will you make to fulfill the need and what is the expected timeline to fulfill the need? Please describe a similar experience you have had with an existing customer and the steps you took to satisfy the customer's need.

Fastenal's Sourcing capabilities provides the State of Indiana with a solution for acquiring infrequently ordered facilities maintenance products or a specific brand that may not be currently offered. Through our Sourcing Group, Fastenal provides quick access to thousands of suppliers and millions of products beyond our product catalog. With Fastenal being a leading distributor within MRO Supplies, we can typically purchase from many different suppliers globally. Once a need is identified, our Sourcing Group will work directly with a new supplier to create part numbers and sell prices for these items. These parts will also be displayed on the punchout catalog and through www.fastenal.com. Depending on the scope of the opportunity, Fastenal can typically fulfill these needs within 24 hours.

Additionally, this channel provides access to many more products from Fastenal's existing Suppliers as well. Fastenal has many of suppliers that make products that may not be found in the punchout or in our catalog. Pricing for these items is market-based for each customer.

In addition, Fastenal will utilize our Sourcing Group to increase our participation through our MBE/WBE Subcontractors. This will allow the State of Indiana to have access to

even more Suppliers that our subcontractors utilize as well. The same process will be used for satisfying the customer's needs.

2.4.11 Directed Sourcing

2.4.11.1 Is Respondent willing to stock and sell directed source products through this contract? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If so, please specify the associated mark-up charged to the State for these products.

Yes, Fastenal is willing to stock and sell directed source products through this contract. The mark up charges would be on a case by case basis depending on the volume, size and distribution method for the directed source products.

A great example of how Fastenal has done this in the past would be the "State Form Boxes". The State had identified a need for form boxes that their current supplier was having major difficulties being able to fulfill. Shortages, minimum quantities, delivery time, shipping and handling charges, and the ability to only have boxes delivered inside Marion County were constant issues. Fastenal was able to work with the same out-of-state work center and exceed the State's expectations. By purchasing in large quantities, and handling the transportation to Indiana on our fleet system, Fastenal is able to keep pricing consistent for the State. Our 80 branch locations allow us to quickly deliver these boxes anywhere in the state without additional charges.

2.4.11.2 Please describe how your company would implement and manage a State directed source relationship.

Fastenal would map out the ordering process needed for a directed source item and track the item within our internal inventory system. All inventory would be stocked within our Indianapolis Distribution Center or at a local branch if we were needing to supply this item only for a specific site. Fastenal would set reorder points based on expected usage and ensure product was available when needed.

Exhibit F-1: Sub-Agreement – Vending Use Agreement

Document Purpose: *This document is identified as the template referenced in the Duties of the Contractor, section O of the Master Services Agreement. The sub-agreement template is to be utilized for adding FAST Vending Solutions (“FVS”) and shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the Agency. The final version of this document shall be approved by the Agency, the Contractor, and IDOA, as part of this contract.*

This Vending Use Agreement (“VUA”), entered into by and between the **[STATE AGENCY NAME HERE]** (the “State Agency”) and **Fastenal Company** (the “Contractor”), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the “State”), in consideration of these mutual undertakings and covenants, the parties agree as follows:

The State Agency hereby grants the Contractor the exclusive right to install FAST Vending Solutions at approved locations. The FVS equipment is identified in Exhibit F-2: FAST Solutions Vending Master Order Form. Product placed in the lockers shall not be purchased under consignment; all other vending shall be purchased under consignment. FVS equipment will be provided free of charge with the expectation the State Agency will meet the spend expectations listed below. If the State Agency does not meet the spend expectation, the Contractor has the right to remove the FVS at no cost to the State.

The Contractor will maintain full and exclusive ownership of all FVS equipment. Failure of the State Agency to comply with the agreed Purchase Commitment described below or to pay product invoices and the Fees in a timely manner will be considered a default under this agreement and the Contractor has the right to terminate and remove the FVS equipment from the State Agency’s site, at the Contractor’s discretion. Either party may terminate this VUA Sub-Agreement with 30 days prior written notice.

The Contractor agrees to be responsible for all standard maintenance and repair of the FVS equipment, including refilling of vended products for the term of this Contract. The Contractor will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment. The State Agency will be subject to the terms of the ‘End-User License Agreement for Vendor Software’ when using the FVS equipment. The Contractor will not be responsible or liable for any loss, damage, expense or claim incurred by the State Agency arising out of its use of the FVS equipment.

This VUA applies to FAST Vending Solutions (FVS) units requested for the State Agency after an initial site visit by the Contractor to determine the appropriate number of FVS units for the customer’s specific location. The terms and conditions of the Master Services Agreement will be applicable to the FVS unites ordered herein.

Machine Type	# of Units	90 Day Spend Per Unit
FAST 3000		\$3,000.00
FAST 5000		\$6,000.00
3 Door Locker		\$750.00
12 Door Locker		\$2,250.00
18 Door Locker		\$4,500.00
Total		

*See product available for the FAST 3000 and FAST 5000 in our FAST Solutions THUB Parts Catalog. All products dispensed through the FAST 3000 and FAST 5000 under this agreement are encouraged to come from this catalog unless documented with a Fastenal District Manager or Government Sales Specialist.

State Agency to fill in:

Physical Address of Machine: _____
City: _____ State: IN Zip: _____
Phone: _____ FAX: _____
Customer Contact Name: _____
Customer Title: _____
Customer Contact Email: _____
Customer Contact Phone: _____

Fastenal to fill in:

Existing Acct #'s: _____ New Customer Acct #: _____
5-Letter Store Code: _____
District Manager (who initiated site visit): _____

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Sub-Agreement Scope of Work, as represented from the Master Services Agreement for QPA# 13090. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

Contractor:

State of Indiana Agency:

Fastenal Company

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Indiana Department of Administration

Vendor Contract Manager

Date: _____

Exhibit F-2: FAST Solutions Vending Master Order Form

FAST Solutions[®]

VENDING

STATE OF INDIANA

Exhibit – FAST Solutions Vending Master Order Form

1. **FAST SOLUTIONS VENDING ORDER FORM.** This Order Form applies to FVS Equipment requested by the Customer. The terms and conditions of FAST Solutions Vending – Master Vending Agreement will be applicable to the FVS Equipment ordered herein. See Product Linecard for available configurations. FAST 10000 and Sensor Locker units are dispense only, check in/check out is not available on these units. Installation location must be accessible with forklift or pallet jack due to the weight of these units

<u>Machine Type</u>	<u># of Units requested</u>	<u>Will contain Consigned Product?</u>	<u>Machine Type</u>	<u># of Units requested</u>	<u>Will contain Consigned Product?</u>
FAST 5000			FAST 2000CT		
FAST 3000			FAST 4000CT		
Stand Alone Controller		N/A	Outdoor Locker		N/A
2 Door Vertical Locker		N/A	Outdoor Locker 12 door Add-on		N/A
2 Door Horizontal Locker		N/A	FAST 10000 Single Door Cabinet		N/A
3 Door Locker		N/A	FAST 10000 Door-Drawer Combo		
4 Door Locker		N/A	FAST 10000 Drawer Unit*		
12 Door Locker		N/A	18 Door Sensor Locker		N/A
18 Door Locker		N/A	24 Door Sensor Locker		N/A
27 Door Locker		N/A	27 Door Sensor Locker		N/A
30 Door Locker		N/A			
36 Door Locker		N/A			

2. **CUSTOMER INFORMATION.** All information below is required before the machines requested above can be ordered.

Existing Customer Account: _____ Required Vending Account: _____

Customer Name: _____

Physical Address of Machine: _____

City _____ State _____ Zip Code _____

Customer Contact Name _____

Customer Contact Email _____ Phone _____

Authorized Customer Signature _____ Title _____ Date _____

Authorized FASTENAL Signature _____ Title _____ Date _____

Return Completed Agreement to fastenalsolutions@fastenal.com or fax 507-494-3237

Exhibit G-1: Sub-Agreement – Bin Stock Use Agreement

Document Purpose: *This document is identified as the template referenced in the Duties of the Contractor, section P of the Master Services Agreement. The sub-agreement template is to be utilized for adding FAST Solutions Bin Stock (“Bins”) and shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the Agency. The final version of this document shall be approved by the Agency, the Contractor, and IDOA, as part of this contract.*

This Bin Stock Use Agreement (“BSUA”), entered into by and between the **[STATE AGENCY NAME HERE]** (the “State Agency”) and **Fastenal Company** (the “Contractor”), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the “State”), in consideration of these mutual undertakings and covenants, the parties agree as follows:

The State Agency hereby grants the Contractor the exclusive right to install Bin(s) at the approved location(s) listed below. The Bins are identified in Exhibit G-3: Bin Stock Storage Equipment Catalog.

The Contractor will provide, maintain, and stock the Bins. The Using Agency will provide the Contractor with space and reasonable access to the facility to conduct material handling service for the Using Agency at mutually agreeable times. The Contractor shall monitor and stock the Bins with product as needed per the Using Agency’s usage.

Title to the Bins shall transfer to the Using Agency after the term of the Master Services Agreement. Should the Master Services Agreement be terminated before the two year initial term expires, all Bins shall be purchased by Buyer at a pro-rated price based on 10% discount off the Contractor’s wholesale price or the State’s contract price (whichever is less) for said Bins within ten (10) days from the date of termination. Pro-rated price is calculated by dividing the total value by 24 months, multiplied by the number of months left in the Master Services Agreement, following termination. The Using Agency shall bear and be responsible for the risk of theft, loss, damage, or destruction of the Bins unless caused by the negligence or misconduct of the Contractor.

Only products supplied by the Contractor may be stored in Bins provided.

State Agency to fill in:

Physical Address of Bin(s): _____
City: _____ State: IN Zip: _____
Phone: _____ FAX: _____
Customer Contact Name: _____
Customer Title: _____
Customer Contact Email: _____
Customer Contact Phone: _____

Fastenal to fill in:

Existing Acct #'s: _____ New Customer Acct #: _____
5-Letter Store Code: _____
District Manager (who initiated site visit): _____
Part # and Number of Units: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Sub-Agreement Scope of Work, as represented from the Master Services Agreement for QPA# 13090. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

Contractor:

State of Indiana Agency:

Fastenal Company

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Indiana Department of Administration

Vendor Contract Manager

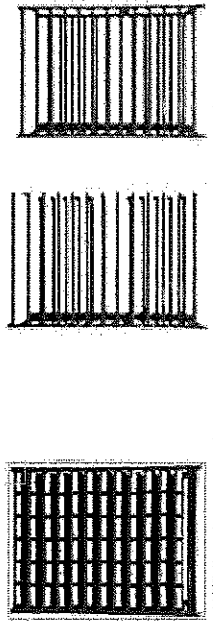
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Exhibit G-2: Bin Stock Storage Equipment Catalog

Bin Stock Storage Equipment

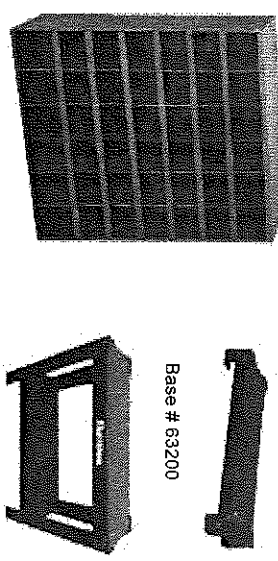
MODULAR RACKING SYSTEM (Blue 13-Shelf Modular Racking System)

PART NO.	DESCRIPTION	MSI per unit
0542821	78"H x 48"W x 24"D Steel Blue 13-Shelf 500lb-WLL Rivet Rack Starter	\$ 90.00
0542822	78"H x 48"W x 24"D Steel Blue 13-Shelf 500lb-WLL Rivet Rack Add-On	\$ 90.00
Starter & Add-On Require: 72 blue bins (0501537), 1 Particle Board Shelving (0569107), 12 Wire Decking (0504554)		
0501537	6"W x 4"H x 24"L Fastenal Blue Bin	\$ 2.00
0589107	24" x 48" x 5/8" Plain Drop In Particle Board Shelving	\$ 3.00
0504554	48"W x 24"D Wire Decking Shelf	\$ 5.00
0501538	Black Shelf Bin Divider for PN 0501537 Shelf Bin	\$ 0.20
05005208	Snap-In Shelf Bin Divider (for use with new design of PN 0501537 Shelf Bin)	\$ 0.20
0590221	24" x 48" Steel Gray Storage Rack Drop-In Wire Shelf	\$ 9.00



STORAGE BINS

PART NO.	DESCRIPTION	MSI per unit
0500928	12"D x 33-3/4"W x 23-7/8"H Blue 12 Compartment Storage Bin	\$ 40.00
63362	12"D x 33-3/4"W x 11-1/2"H Blue 16 Compartment Storage Bin	\$ 35.00
63363	12"D x 33-3/4"W x 19-1/4"H Blue 18 Compartment Storage Bin	\$ 45.00
0500927	12"D x 33-3/4"W x 42" Blue 20 Compartment Storage Bin	\$ 70.00
62961	12"D x 33-3/4"W x 23-7/8"H Blue 24 Compartment Storage Bin	\$ 40.00
63366	12"D x 33-3/4"W x 19-1/4"H Blue 32 Compartment Storage Bin	\$ 45.00
63001	12"D x 33-3/4"W x 23-7/8"H Blue 40 Compartment Storage Bin	\$ 35.00
62962	12"D x 33-3/4"W x 42" Blue 42 Compartment Storage Bin	\$ 55.00
63359	12"D x 33-3/4"W x 42" Blue 56 Compartment Storage Bin	\$ 70.00
63002	12"D x 33-3/4"W x 42" Blue 72 Compartment Storage Bin	\$ 50.00



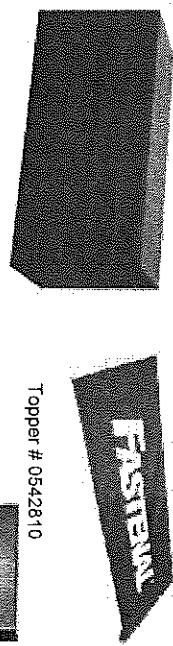
STANDARD DRAWER CABINETS (Drawer Dimensions: 5 3/4"W x 2 3/4"H)

62955	11-5/8"D x 22-3/4"W x 7-3/8"H Blue 8 Drawer Steel Cabinet	\$ 40.00
62956	11-5/8"D x 17-1/4"W x 10-7/8"H Blue 9 Drawer Steel Cabinet	\$ 35.00
63389	11-5/8"D x 17-1/4"W x 21-1/4"H Blue 18 Drawer Steel Cabinet	\$ 60.00
63385	11-5/8"D x 33-3/4"W x 4"H Blue 6 Drawer Steel Cabinet	\$ 30.00
63388	11-5/8"D x 33-3/4"W x 7-3/8"H Blue 12 Drawer Steel Cabinet	\$ 50.00
63003	11-5/8"D x 33-3/4"W x 10-7/8"H Blue 18 Drawer Steel Cabinet	\$ 50.00
62957	11-5/8"D x 33-3/4"W x 14-3/8"H Blue 24 Drawer Steel Cabinet	\$ 80.00
63394	11-5/8"D x 33-3/4"W x 17-3/4"H Blue 30 Drawer Steel Cabinet	\$ 100.00



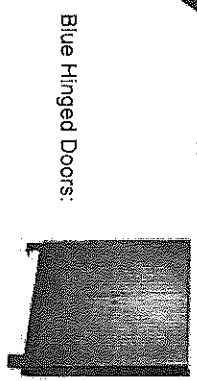
JUMBO DRAWER CABINETS (Drawer Dimensions: 5 3/4"W x 3 1/2"H)

63397	11-3/4"D x 33-3/4"W x 12-7/8"H Blue 18 Drawer Steel Cabinet	\$ 70.00
63399	11-3/4"D x 33-3/4"W x 17"H Blue 24 Drawer Steel Cabinet	\$ 100.00
63401	11-3/4"D x 33-3/4"W x 21-1/8"H Blue 30 Drawer Steel Cabinet	\$ 120.00
63398	17-1/4"D x 33-3/4"W x 12-7/8"H Blue 18 Drawer Steel Cabinet	\$ 110.00
63400	17-1/4"D x 33-3/4"W x 17"H Blue 24 Drawer Steel Cabinet	\$ 140.00
63402	17-1/4"D x 33-3/4"W x 21-1/8"H Blue 30 Drawer Steel Cabinet	\$ 180.00



ACCESSORIES

PART NO.	DESCRIPTION	MSI per unit
63200	FOR STORAGE BINS & DRAWER CABINETS 34-1/8"W x 12-1/4"D x 5-3/4"H Blue Base for 12"D	\$ 20.00
0548763	34-1/4"W x 12-1/4"D x 29-1/2"H Blue Tall Base for 12"D	\$ 25.00
63408	34-1/8"W x 17-1/4"D x 5-3/4"H Blue Base for 17"D	\$ 25.00
0542809	33.9"W x 12-1/2"D x 5.3"H Blue Steel Middle Slope Bin Topper	\$ 7.00
0542810	33.9"W x 12-1/2"D x 6.3"H Blue Steel Back Slope Bin Topper	\$ 10.00
62969	33-3/4"W x 42"H Blue Hinged Door Set for 42"H Bins	\$ 20.00
62970	33-3/4"W x 23-7/8"H Blue Hinged Door Set for 23-7/8"H Bins	\$ 15.00



DRILL CABINETS (For Storing 1/16" - 1/2" x 64ths Drills)

PART NO.	DESCRIPTION	MSI per unit
0303970	Model 1 Drill Dispenser for 1/16" - 1/2" x 64ths Drills	\$ 35.00
3233513	14.7" x 7.8" FMT[REG] Fractional Drill Assortment Cabinet	\$ 20.00



COMPARTMENT LARGE SCOOP BOX RACKS

PART NO.	DESCRIPTION	MSI per unit	
63304	20-1/4"W x 15-7/8"D x 15"H Blue 4-Drawer Large Scoop Compartment Rack	\$ 35.00	
63372	20-1/4"W x 15-7/8"D x 7-7/8"H Blue 2-Drawer Large Scoop Compartment Rack	\$ 25.00	
633202	20-5/8"W x 15-5/8"D x 16"H Blue Large Scoop Compartment Box Rack Base	\$ 25.00	
63373	20-1/4"W x 12-1/2"D x 15"H Blue 4-Drawer Large Scoop Compartment Rack	\$ 25.00	
63407	20-5/8"W x 12-5/8"D x 15-5/8"H Blue 4-Drawer Large Scoop Compartment Rack Base	\$ 20.00	

LARGE SCOOP COMPARTMENT BOXES

PART NO.	NO. OF COMPARTMENTS	DESCRIPTION	MSI per unit	
63379	12	12"D x 18"W x 3"H Blue Large Adjustable Expandable Compartment Box	\$ 9.00	
62960	12	12"D x 18"W x 3"H Blue 3 Vertical Large Adjustable Compartment Box	\$ 9.00	
62959	12	12"D x 18"W x 3"H Blue 5 Horiz. Large Adjustable Compartment Box	\$ 9.00	
63375	12	12"D x 18"W x 3"H Blue Large 6 Vertical Columns Compartment Box	\$ 9.00	
63376	12	12"D x 18"W x 3"H Blue Large 6 Horizontal Section Compartment Box	\$ 9.00	
63011	12	12"D x 18"W x 3"H Blue Large 12 Section Compartment Box	\$ 9.00	
63012	12	12"D x 18"W x 3"H Blue Large 16 Section Compartment Box	\$ 9.00	
63005	12	12"D x 18"W x 3"H Blue Large 20 Section Compartment Box	\$ 9.00	
63374	12	12"D x 18"W x 3"H Blue Large 21 Section Compartment Box	\$ 9.00	
63006	12	12"D x 18"W x 3"H Blue Large 24 Section Compartment Box	\$ 9.00	
63007	12	12"D x 18"W x 3"H Blue Large 32 Section Compartment Box	\$ 9.00	

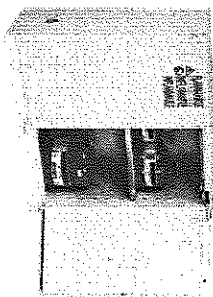
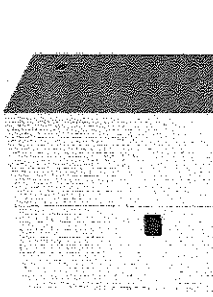
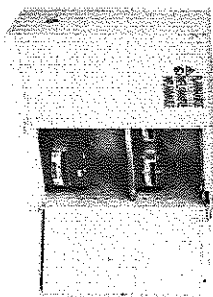
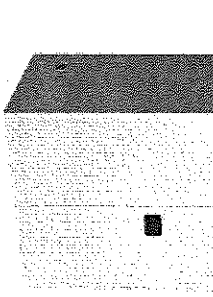
COMPARTMENT SMALL SCOOP BOX RACKS

63380	15-1/4"W x 12-5/8"D x 6-1/4"H Blue 2 Drawer Small Scoop Compartment Rack	\$ 25.00	
63204	15-1/4"W x 12-5/8"D x 11-1/4"H Blue 4 Drawer Small Scoop Compartment Rack	\$ 30.00	
63381	15-1/4"W x 12-5/8"D x 16-3/8"H Blue 6 Drawer Small Scoop Compartment Rack	\$ 40.00	
63203	15-1/2"W x 12-1/8"D x 15-1/8"H Blue Small Scoop Compartment Box Rack Base	\$ 20.00	

SMALL SCOOP COMPARTMENT BOXES

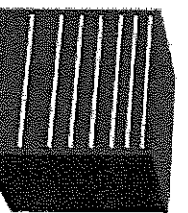
63350	9-1/4" x 13-1/8" x 2" Blue Small Adjustable Compartment Box	\$ 6.00	
63349	9-1/4" x 13-1/8" x 2" Blue Small 8 Section Compartment Box	\$ 6.00	
63008	9-1/4" x 13-1/8" x 2" Blue Small 12 Section Compartment Box	\$ 6.00	
63009	9-1/4" x 13-1/8" x 2" Blue Small 16 Section Compartment Box	\$ 6.00	
63345	9-1/4" x 13-1/8" x 2" Blue Small 20 Section Compartment Box	\$ 6.00	
63344	9-1/4" x 13-1/8" x 2" Blue Small 21 Section Compartment Box	\$ 6.00	
63010	9-1/4" x 13-1/8" x 2" Blue Small 24 Section Compartment Box	\$ 6.00	

SAFETY CABINETS

PART NO.	Capacity	Self-Closing Door	MSI per unit	
1068343	30gal Yellow Steel Agent[REG] 2-Shelf Self-Close Std Flammable Storage Cabinet		\$ 220.00	
1068345	45gal Yellow Steel Agent[REG] 2-Shelf Self-Close Std Flammable Storage Cabinet		\$ 260.00	
1068347	60gal Yellow Steel Agent[REG] 2-Shelf Self-Close Std Flammable Storage Cabinet		\$ 302.40	
1068349	90gal Yellow Steel Agent[REG] 2-Shelf Self-Close Std Flammable Storage Cabinet		\$ 354.20	
PART NO.	Capacity	Manual Close Door	MSI per unit	
1068342	30gal Yellow Steel Agent[REG] 2-Shelf Manual Close Std Flammable Storage Cabinet		\$ 190.00	
1068344	45gal Yellow Steel Agent[REG] 2-Shelf Manual Close Std Flammable Storage Cabinet		\$ 229.80	
1068346	60gal Yellow Steel Agent[REG] 2-Shelf Manual Close Std Flammable Storage Cabinet		\$ 285.90	
1068348	90gal Yellow Steel Agent[REG] 2-Shelf Manual Close Std Flammable Storage Cabinet		\$ 324.20	

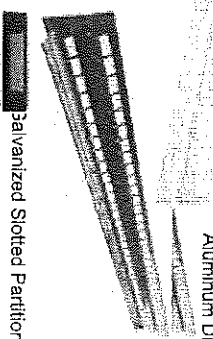
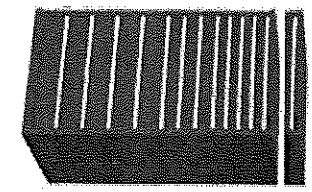
MODULAR CABINET (28 1/4" W x 28 3/4" D Blue Super Heavy Duty | 440lb Capacity/Drawer)

PART NO.	DESCRIPTION	MSI per unit
05005182	59"H x 30"W x 27-3/4"D Fastenal Blue Steel 11-Drawer 208-Compartment Heavy Duty Moduli	\$ 828.64
05005181	59"H x 30"W x 27-3/4"D Fastenal Blue Steel 15-Drawer 416-Compartment Heavy Duty Moduli	\$ 687.08
05005183	37"H x 30"W x 28"D Fastenal Blue Steel 9-Drawer 224-Compartment Heavy Duty Modular Ca	\$ 529.73
05005184	37"H x 30"W x 28"D Fastenal Blue Steel 8-Drawer 160-Compartment Heavy Duty Modular Dr	\$ 497.95
05005185	33"H x 30"W x 28"D Fastenal Blue Steel 7-Drawer 132-Compartment Heavy Duty Modular Dr	\$ 441.82



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Aluminum Divider

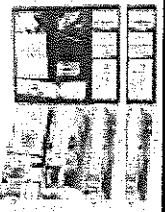


Galvanized Slotted Partition

Plastic Bin Boxes

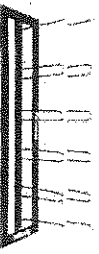
FIRST AID CABINETS (Empty Cabinet with Door Pouches)

PART NO.	DESCRIPTION	MSI per unit
1014372	Empty 3-Shelf First Aid Cabinet w/Pockets	\$ 15.00
1014570	Empty 4-Shelf Agent(TM) First Aid Cabinet w/Liner	\$ 20.00

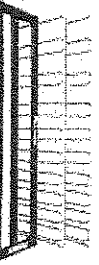


MISCELLANEOUS

PART NO.	DESCRIPTION	MSI per unit
0501070	12-1/2"D x 20"W x 30"H Blue Utility Cabinet	\$ 40.00
62963	6-7/8" x 24-1/8" x 24" Blue 18 Compartment Threaded Rod Rack	\$ 25.00
62967	5-3/8" x 23-1/4" x 16-1/8" Blue 5-Loop Hose Clamp Rack	\$ 10.00
62968	5-3/8" x 23-1/4" x 16-1/8" Blue 10-Loop Hose Clamp Rack	\$ 15.00
62975	6-1/4" x 12-1/4" x 12" Blue 10 Compartment Key Stock Rack	\$ 15.00
0508238	51"W x 36"D x 96"H 14 Gauge EQUIPRITE Reel Rack Starter Unit	\$ 160.00
0508237	51"W x 36"D x 120"H 14 Gauge EQUIPRITE Reel Rack Add-On Unit	\$ 190.00
0508242	51"W x 36"D x 96"H 14 Gauge EQUIPRITE Reel Rack Add-On Unit	\$ 120.00
0508241	51"W x 36"D x 120" 14 Gauge EQUIPRITE Reel Rack Add-On Unit	\$ 130.00
0506718	26-1/8"W x 37-1/8"H x 6"D EQUIPRITE 4-Rod Wire Spool Rack	\$ 30.00
0506719	26-1/8"W x 17-7/8"H x 6"D EQUIPRITE 2-Rod Wire Spool Rack	\$ 20.00
0506720	26-1/8"W x 10-3/8"H x 6"D EQUIPRITE 1-Rod Wire Spool Rack	\$ 20.00



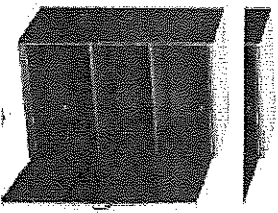
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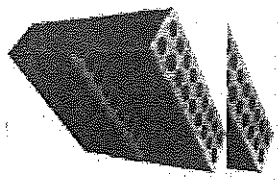
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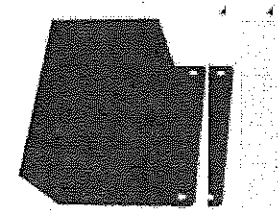
Wire Spool Rack (4-Rod)



0501070



Reel Rack Starter Unit



Reel Rack Add-On Unit

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	02/15/2019 1:26:03PM	Agency Fiscal Approval
2	M240207	Lawson,Megan Kathleen	02/18/2019 3:13:45PM	IDOA Procurement Approval
3	T278748	Glickman,Tammera	02/20/2019 3:58:01PM	IDOA Procurement Approval
4	M338303	Wolf,Matthew	02/22/2019 12:57:29PM	SBA Approval
5	O277119	Egunyomi,Olusola	02/25/2019 8:21:44PM	SBA Approval
6	M338811	Skarbeck,Molly H	02/26/2019 9:28:31AM	Attorney General Approval
7	K001856	McDowell,Kevin C	02/26/2019 10:55:23AM	Attorney General Approval