



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 10/01/2018

Statewide Contract #: 0817 (NVP)

Contract Title: MRO-Maintenance, Repair and Operations

Addendum Date: 4/22/2019

Addendum #: 2

The MRO contract has been renewed for the full contract term.

The new extended contract period is now in effect through June 30, 2023.

Fastenal	MSC Industrial Supply Co	W.W. Grainger
4730 N Service Drive	4325 SW 21 st Street	4314 Will Rogers Parkway
Winona MN 55987	Oklahoma City, OK 73108-1753	Oklahoma City, OK 73108-1818
Vendor ID# 0000069679	Vendor ID# 0000097153	Vendor ID# 0000017468
PeopleSoft Contract ID# 0-5396	PeopleSoft Contract ID# 0-5392	PeopleSoft Contract ID# 0-5389
Contact: Casey Jordan	Contact: Mark Williams	Contact: Ryan Loughridge
Phone: 505-609-3468	Phone: 405-946-9090	Phone: 405-409-6210
Email: cjordan@fastenal.com	Email: branchokc@mscdirect.com	Email: Ryan.Loughridge@Grainger.com
Website: www.fastenal.com	Website: www.mscdirect.com	Website: www.grainger.com

You must have a contract sign on to view contract pricing. You may call either of the contacts listed above to have an account assigned.

If you have any further questions, please contact:

Lisa Bradley
SW Initiatives Contracting Officer
405-522-4480
Lisa.Bradley@omes.ok.gov



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0817-NVP

PeopleSoft Contract ID: 0-5396

Contract Title: MRO - NVP

Contract Issuance Date: 10/4/2018

Contract Supplier: Fastenal

Addendum # 01

Addendum Date: 10/04/2018

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.Bradley@omes.ok.gov

Addendum Information:

Fastenal is now awarded on the NASPO Value Point MRO contract.



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0817-NVP

PeopleSoft Contract ID: 0-5396

Contract Title: MRO - NVP

Contract Issuance Date: 10/4/2018

Contract Supplier: Fastenal

Addendum # 01

Addendum Date: 10/04/2018

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.Bradley@omes.ok.gov

Addendum Information:

Fastenal is now awarded on the NASPO Value Point MRO contract.



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: MRO - Maintenance, Repair, and Operations

Statewide Contract # : SW 0817-NVP

Contract Issuance Date: 10-01-2018

Total Number of Vendors: 3 *(For details see: Vendor Information Sheet)*

Contract Period: 10-01-2018 through 06-30-2023

Agreement Period: 10-01-2018 through 06-30-2023

Authorized Users: All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.

Contract Priority: Mandatory

Type of Contract: Catalog Discount

OMES-CP Contact: Lisa Bradley **Title:** SW Initiatives Contracting Officer

Phone: 1 - 405 - 522 - 4480 **Email:** lisa.bradley@omes.ok.gov



Awarded Supplier Information

Supplier Name: MSC Industrial Supply Co
(Sid Tool Co)

Supplier ID #: 0000097153

Supplier Address: 4325 SW 21st Street

City: Oklahoma City

State: OK

Zip Code: 73108 - 1753

Contact Person Name: Brad Wilson/Matt Stump

Phone #: 405-946-9090;C 405-651-0847

Title: Government Account Executive

Fax #: 1-405-946-9114

Email: branchokc@mscdirect.com wilsonb03@mscdirect.com;

Website: www.mscdirect.com

Contract ID #: 0-5392

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes ☐ No

Other:

Supplier Name: W.W. Grainger

Supplier ID #: 0000017468

Supplier Address: 4314 Will Rogers PKWY

City: Oklahoma City

State: OK

Zip Code: 73108 -

Contact Person Name: Tiffany Williams

Phone #: 1-979-587-7316

Title: Government Sales Manager

Fax #: 1-405-949-2348

Email: tiffany.1.williams@grainger.com

Website: www.Grainger.com

Contract ID #: 0-5389

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes ☐ No

Other:



Awarded Supplier Information

Supplier Name: Fastenal

Supplier ID #: 0000069679

Supplier Address: 11330 E 60th Place

City: Tulsa

State: OK

Zip Code: 74146

Contact Person Name: Jarrod Sestak

Cell #: 405-567-7220

Title: Government Sales Specialist

Fax #: 405-453-7271

Email: jsestak@fastenal.com

Website: www.fastenal.com

Contract ID #: 0-5396

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes

☐ No

Other:



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW 0817

PeopleSoft Contract ID: 5396, 5389, 5392

Contract Title: MRO – NASPO Value Point

Contract Issuance Date: 10/01/201

Contract Supplier: Fastenal, Grainger, MSC

Addendum # 3

Addendum Date: 07/02/2020

OMES Point of Contact:

Contracting Officer: Lisa Bradley, CPO

Phone Number: 405-522-4480

E-mail address: Lisa.bradley@omes.ok.gov

Addendum Information: _____

****OMES Central Purchasing is Relocating****

This addendum is to announce the physical address change for the Office of Management and Enterprise Services (OMES) Central Purchasing Division (CP), and the address for Administrative Fee check submission, is as follows:

2401 N. Lincoln Blvd., Ste. 116, Oklahoma City, OK 73105.

Effective 6.15.2020, all correspondence, remittance and notifications should be sent to the address provided above.



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: MRO - Maintenance, Repair, and Operations

Statewide Contract # : SW 0817-NVP

Contract Issuance Date: 10-01-2018

Total Number of Vendors: 3 *(For details see: Vendor Information Sheet)*

Contract Period: 10-01-2018 through 06-30-2023

Agreement Period: 10-01-2018 through 06-30-2023

Authorized Users: **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

Contract Priority: Mandatory

Type of Contract: Catalog Discount

OMES-CP Contact: Lisa Bradley **Title:** SW Initiatives Contracting Officer

Phone: 1 - 405 - 522 - 4480 **Email:** lisa.bradley@omes.ok.gov



Awarded Supplier Information

Supplier Name: MSC Industrial Supply Co
(Sid Tool Co)

Supplier ID #: 0000097153

Supplier Address: 4325 SW 21st Street

City: Oklahoma City

State: OK

Zip Code: 73108 - 1753

Contact Person Name: Brad Wilson/Matt Stump

Phone #: 405-946-9090;C 405-651-0847

Title: Government Account Executive

Fax #: 1-405-946-9114

Email: branchokc@mscdirect.com wilsonb03@mscdirect.com;

Website: www.mscdirect.com

Contract ID #: 0-5392

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes ☐ No

Other:

Supplier Name: W.W. Grainger

Supplier ID #: 0000017468

Supplier Address: 4314 Will Rogers PKWY

City: Oklahoma City

State: OK

Zip Code: 73108 -

Contact Person Name: Tiffany Williams

Phone #: 1-979-587-7316

Title: Government Sales Manager

Fax #: 1-405-949-2348

Email: tiffany.1.williams@grainger.com

Website: www.Grainger.com

Contract ID #: 0-5389

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes ☐ No

Other:



Awarded Supplier Information

Supplier Name: Fastenal

Supplier ID #: 0000069679

Supplier Address: 11330 E 60th Place

City: Tulsa

State: OK

Zip Code: 74146

Contact Person Name: Jarrod Sestak

Cell #: 405-567-7220

Title: Government Sales Specialist

Fax #: 405-453-7271

Email: jsestak@fastenal.com

Website: www.fastenal.com

Contract ID #: 0-5396

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes

☐ No

Other:

Attachment D

COST PROPOSAL and MARKET BASKET COST PROPOSAL

Offeror must submit cost, prices and rates as required by Attachment D-1, Cost Spread sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

In addition, Offeror shall complete and submit the below discount information:

Percentage off list per category

Company Name Fastenal Company

Please provide the percentage off of list pricing for any of the categories Offeror proposes in the table below. The proposed discount percentage must not exceed 4 digits to the right of the decimal point (i.e. 10.3729% is acceptable while 10.37292% is not).

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	30%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies)	25%
3. Fasteners	57%
4. Material Handling	25%
5. Plumbing	30%
6. Power Source	30%
7. Outdoor Garden	25%
8. Lamps & Lighting and Ballasts	30%
9. HVAC	30%
10. Hand Tools	25%
11. Power Tools (excluding automotive related tools and products)	25%
12. Electrical	30%
13. Paint	25%
14. Security	30%
15. Safety (does not include any public safety equipment)	30%

Note: This Price Schedule must be submitted together with Attachment D-1 (Market Basket Pricing Schedule) to the State as a separate, sealed package and clearly marked: "Pricing Proposal in Response to RFP No. DASPS-2183-17" per the Submittal Instructions.

The Offerors Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Offeror can however provide a higher percentage off list discount by providing the Lead State a thirty (30) day notice and Lead State approving the discount.



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000069679
FASTENAL COMPANY
11330 E 60TH PLACE
TULSA OK 74146
USA

Contract ID 000000000000000000000005396			Page 1 of 1	
Contract Dates 10/04/2018 to 06/30/2019		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW817-MRO-NVP			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	56111905 / MRO-Maintenance, Repair and Operations Supplies NASPO VALUEPOINT MASTER AGREEMENT # 8496 CATEGORIES: JANITORIAL EQUIP & SUPPLIES FASTENERS MATERIAL HANDLING PLUMBING POWER SOURCES LAMPS, LIGHTING, BALLASTS HVAC HAND TOOLS POWER TOOLS ELECTRICAL PAINT SECURITY SAFETY (DOES NOT INCLUDE ANY PUBLIC SAFETY EQUIPMENT) THE FOLLOWING GOODS OR SERVICES ARE NOT INCLUDED: OKLAHOMA STATE USE ITEMS OKLAHOMA CORRECTIONS INDUSTRIES ITEMS ANY REMAINING ITEMS ON OTHER MANDATORY CONTRACTS	EA	1.00	0.00	0.00	0.00

Contract Base Pricing	1.00000	EA	0011
-----------------------	---------	----	------

COMMENTS:

VENDOR CONTACT:

CASEY JORDAN
GOVERNMENT SALES MANAGER
CELL: 505-609-3468
OFFICE: 918-994-6335 X 110
FAX: 918-994-6333
EMAIL: cjordan@fastenal.com

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Original Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000017468
W W GRAINGER INC
1657 SHERMER RD
NORTHBROOK IL 60062-5315
USA

Contract ID 000000000000000000000005389			Page 1 of 1	
Contract Dates 10/01/2018 to 06/30/2019		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW817-MRO-NVP			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order	Amt	Maximum / Open	Amt
			Qty		Qty	
1	56111905 / MRO - Maintenance, Repair and Operations Supplies	EA	1.00	0.00	0.00	0.00

NASPO VALUEPOINT MASTER AGREEMENT # 8496
 CATEGORIES:
 JANITORIAL EQUIP & SUPPLIES
 FASTENERS
 MATERIAL HANDLING
 PLUMBING
 POWER SOURCES
 LAMPS, LIGHTING, BALLASTS
 HVAC
 HAND TOOLS
 POWER TOOLS
 ELECTRICAL
 PAINT
 SECURITY
 SAFETY (DOES NOT INCLUDE ANY PUBLIC SAFETY EQUIPMENT)
 THE FOLLOWING GOODS OR SERVICES ARE NOT INCLUDED:
 OKLAHOMA STATE USE ITEMS
 OKLAHOMA CORRECTIONS INDUSTRIES ITEMS
 ANY REMAINING ITEMS ON OTHER MANDATORY CONTRACTS

Contract Base Pricing	1.00000	EA	0002
-----------------------	---------	----	------

COMMENTS:

VENDOR CONTACT:
 RYAN LOUGHRIDGE
 GOVERNMENT SALES MANAGER
 4314 WILL ROGERS PARKWAY
 OKC, OK 73108

PHONE: 405-409-6210

EMAIL: RYAN.LOUGHRIDGE@GRAINGER.COM

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Original Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000017468
W W GRAINGER INC
1657 SHERMER RD
NORTHBROOK IL 60062-5315
USA

Contract ID 000000000000000000000005389			Page 1 of 1	
Contract Dates 10/01/2018 to 06/30/2019		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW817-MRO-NVP			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order	Amt	Maximum / Open	Amt
			Qty		Qty	
1	56111905 / MRO - Maintenance, Repair and Operations Supplies	EA	1.00	0.00	0.00	0.00

NASPO VALUEPOINT MASTER AGREEMENT # 8496
 CATEGORIES:
 JANITORIAL EQUIP & SUPPLIES
 FASTENERS
 MATERIAL HANDLING
 PLUMBING
 POWER SOURCES
 LAMPS, LIGHTING, BALLASTS
 HVAC
 HAND TOOLS
 POWER TOOLS
 ELECTRICAL
 PAINT
 SECURITY
 SAFETY (DOES NOT INCLUDE ANY PUBLIC SAFETY EQUIPMENT)
 THE FOLLOWING GOODS OR SERVICES ARE NOT INCLUDED:
 OKLAHOMA STATE USE ITEMS
 OKLAHOMA CORRECTIONS INDUSTRIES ITEMS
 ANY REMAINING ITEMS ON OTHER MANDATORY CONTRACTS

Contract Base Pricing	1.00000	EA	0002
-----------------------	---------	----	------

COMMENTS:

VENDOR CONTACT:
 RYAN LOUGHRIDGE
 GOVERNMENT SALES MANAGER
 4314 WILL ROGERS PARKWAY
 OKC, OK 73108

PHONE: 405-409-6210

EMAIL: RYAN.LOUGHRIDGE@GRAINGER.COM

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Original Signature on File



2183 NASPO ValuePoint Categories	Discount
Janitorial Equip. & Supplies	17%
Sanitation Cleaning Chemicals	22%
Fasteners	35%
Material Handling	11%
Plumbing	20%
Power Sources	19%
Outdoor Garden	13%
Lamps, Lighting and Ballasts	22%
HVAC	17%
Hand Tools	14%
Power Tools	11%
Electrical	23%
Paint	13%
Security	17%
Safety	19%



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000097153
MSC INDUSTRIAL SUPPLY COMPANY
4325 SW 21ST ST
OKLAHOMA CITY OK 73108-1753
USA

Contract ID 0000000000000000000000005392			Page 1 of 1	
Contract Dates 10/01/2018 to 06/30/2019		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW817-MRO-NVP			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order	Amt	Maximum / Open	Amt
			Qty		Qty	
1	56111905 / MRO-MAINTENANCE REPAIR AND OPERATIONS SUPPLIES NASPO VALUEPOINT MASTER AGREEMENT # 8499	EA	1.00	0.00	0.00	0.00

CATEGORIES:

JANITORIAL EQUIPMENT & SUPPLIES
FASTENERS
MATERIAL HANDLING
PLUMBING
POWER SOURCES
LAMPS, LIGHTING, BALLASTS
HVAC
HAND TOOLS
POWER TOOLS
ELECTRICAL
PAINT
SECURITY
SAFETY (DOES NOT INCLUDE ANY PUBLIC SAFETY EQUIPMENT)

THE FOLLOWING GOODS OR SERVICES ARE NOT INCLUDED:

OKLAHOMA STATE USE ITEMS
OKLAHOMA CORRECTION INDUSTRIES ITEMS
ANY REMAINING ITEMS ON OTHER MANDATORY CONTRACTS.

Contract Base Pricing 1.00000 EA 0005

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
Original Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000097153
MSC INDUSTRIAL SUPPLY COMPANY
4325 SW 21ST ST
OKLAHOMA CITY OK 73108-1753
USA

Contract ID 00000000000000000000005392			Page 1 of 1	
Contract Dates 10/01/2018 to 06/30/2019		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW817-MRO-NVP			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order	Amt	Maximum / Open	Amt
			Qty		Qty	
1	56111905 / MRO-MAINTENANCE REPAIR AND OPERATIONS SUPPLIES NASPO VALUEPOINT MASTER AGREEMENT # 8499	EA	1.00	0.00	0.00	0.00

CATEGORIES:

JANITORIAL EQUIPMENT & SUPPLIES
 FASTENERS
 MATERIAL HANDLING
 PLUMBING
 POWER SOURCES
 LAMPS, LIGHTING, BALLASTS
 HVAC
 HAND TOOLS
 POWER TOOLS
 ELECTRICAL
 PAINT
 SECURITY
 SAFETY (DOES NOT INCLUDE ANY PUBLIC SAFETY EQUIPMENT)

THE FOLLOWING GOODS OR SERVICES ARE NOT INCLUDED:

OKLAHOMA STATE USE ITEMS
 OKLAHOMA CORRECTION INDUSTRIES ITEMS
 ANY REMAINING ITEMS ON OTHER MANDATORY CONTRACTS.

Contract Base Pricing	1.00000	EA	0005
-----------------------	---------	----	------

COMMENTS:

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Original Signature on File

Attachment D

COST PROPOSAL and MARKET BASKET COST PROPOSAL

Offeror must submit cost, prices and rates as required by Attachment D-1, Cost Spread sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

In addition, Offeror shall complete and submit the below discount information:

Percentage off list per category

Company Name MSC Industrial Supply Co.

Please provide the percentage off of list pricing for any of the categories Offeror proposes in the table below. The proposed discount percentage must not exceed 4 digits to the right of the decimal point (i.e. 10.3729% is acceptable while 10.37292% is not).

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	20%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies)	20%
3. Fasteners	25%
4. Material Handling	20%
5. Plumbing	20%
6. Power Source	25%
7. Outdoor Garden	20%
8. Lamps & Lighting and Ballasts	20%
9. HVAC	20%
10. Hand Tools	25%
11. Power Tools (excluding automotive related tools and products)	18%
12. Electrical	20%
13. Paint	20%
14. Security	25%
15. Safety (does not include any public safety equipment)	25%

Note: This Price Schedule must be submitted together with Attachment D-1 (Market Basket Pricing Schedule) to the State as a separate, sealed package and clearly marked: "Pricing Proposal in Response to RFP No. DASPS-2183-17" per the Submittal Instructions.

The Offerors Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Offeror can however provide a higher percentage off list discount by providing the Lead State a thirty (30) day notice and Lead State approving the discount.

**MASTER AGREEMENT # 8497
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint
PARTICIPATING ADDENDUM



**Facilities Maintenance and Repair &
Operations (MRO) and Industrial Supplies**
Lead by the State of Oregon

Master Agreement #: 8497

Contractor: **Fastenal Company (Contractor)**

Participating Entity: **State of Oklahoma**

The following Goods or services are included in this Addendum:

- General Maintenance, Repair, and Operation Items as categorized in the Master Agreement.

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

- Oklahoma State Use Items
- Oklahoma Corrections Industries Items
- Any remaining items on other mandatory contracts

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in Oklahoma authorized by that State's statutes to utilize State contracts with the prior approval of the State's Purchasing Director.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Oklahoma*. Issues of interpretation and eligibility for participation are solely within the authority of the State Purchasing Director.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

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

Participating Entity

Name: Lisa Bradley
Address: 5005 North Lincoln Blvd, Suite 300
Telephone: 405-522-4480
Email: Lisa.bradley@omes.ok.gov

4. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Lease Agreements: No lease agreements are permitted under this contract.

5. Subcontractors: No servicing subcontractors are permitted under this contract.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Definitions: Master Service Agreement for Services of Independent Contractor, Section 2 is hereby modified to add the following provision:

With respect to the State of Oklahoma, the defined term "Buyer" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

8. Contract Term: Master Agreement for Services of Independent Contractor, Section 3, is hereby modified to add the following provision:

This addendum shall be effective October 1, 2018 through June 30, 2019, with annual renewal options which agree with the Lead State's agreement to offer extension periods through June 30, 2023.

9. Payment: Master Service Agreement for Services of Independent Contractor, Section 17 is hereby modified to add the following provision:

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted. Pursuant to 74 O.S. § 85.44 (B), payment terms will be net 45. Interest on late payments by the State of Oklahoma is governed by 63 O.S. § 34.72.

10. Taxes: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

Oklahoma state agencies are exempt from the assessment of state sales, use, and excise taxes. Oklahoma state agencies and political subdivisions of the State of Oklahoma are exempt from federal excise taxes.

11. Delivery: Master Service Agreement for Services of Independent Contractor, Section 14 is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma based Buyers, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma based Buyers shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Buyers for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

12. Inspection and Audit: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based Buyers, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

13. Force Majeure: Master Service Agreement for Services of Independent Contractor, Section 29 is hereby modified to add the following provision:

With respect to all Oklahoma based transactions and all Oklahoma Buyers as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of force majeure shall not include, or be related to, the following occurrences:

- (a) Late delivery of equipment, supplies, or materials or any oversold condition of the market; or
- (b) Inability of either the Contractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of force majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of force majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as soon as reasonably practicable.

14. Indemnification: Master Service Agreement for Services of Independent Contractor, Section 33 is hereby modified to add the following provision:

The Contractor shall release, protect, indemnify, and hold all Oklahoma-based Buyers and their officers, agencies, employees, harmless from and against any damage, pricing, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees, or subcontractors or volunteers.

IN CONNECTION WITH INDEMNIFICATION OF A BUYER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT

NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION.

15. Compliance with Legal Obligations: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based transactions and purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contract in its role as an Facilities MRO product provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 58 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1980 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, the Contractor shall, at all times during the Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise-and/or other business-tax payments to the State of Oklahoma as applicable.

16. Public Records: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based transactions and Purchasing Entities, Contractor acknowledges that all Oklahoma State agencies and certain other Purchasing Entities are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

17. Governing Law: Jurisdiction: Master Service Agreement for Services of Independent Contractor, Section 35, is hereby modified to add the following provision:

The construction and effect of this Participating Addendum or order placed against the

contract by an Oklahoma-based Purchasing Entity shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Venue for any claim, dispute, or action concerning an order placed against the contract by an Oklahoma-based Purchasing Entity or the effect of this Participating Addendum shall be in Oklahoma County, State of Oklahoma

18. Governing Law: Cancellation: Master Service Agreement for Services of Independent Contractor, Section 28, is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Buyers, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government, or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Buyer issues an order and has accepted the products and/or services under such order, the Buyer shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

19. Registration of Contractor: In order to receive payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

20. Contract Usage Reporting Requirements

For Oklahoma-based Buyers, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Reports shall provide the total amount sold to all political entities that include but are not limited to Oklahoma State Agencies, Counties, Cities, Schools, and Municipalities. Reports shall be submitted quarterly regardless of quantity.

Usage reports shall be sent electronically to Strategic.Sourcing@omes.ok.gov within 45 calendar days upon completion of performance quarter cited below:

- a. January 01 through March 31
- b. April 01 through June 30
- c. July 01 through September 30
- d. October 01 through December 31

21. Contract Management Fee

Pursuant to 74 O.S. § 85.33, The Central Purchasing Division of the State of Oklahoma imposes and Contractor agrees to pay a contract management fee in the sum of one (1)% of the combined total quarterly expenditures from Oklahoma under this Participating Addendum. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Contractor, to Central Purchasing within 45 calendar days from the completion of the quarterly reporting period. The contract management fee check should be sent to:

Office of Management and Enterprise Services
Attention Accounts Receivable
5005 N. Lincoln Boulevard, Suite 300
Oklahoma City, OK 73105

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

Participating Entity: State of Oklahoma	Contractor: Fastenal Company
Signature: 	Signature: 
Name: Ferris J Barger	Name: Nick Landow's +
Title: State Purchasing Director	Title: EVP Government Sales Manager
Date:	Date: 10-2-18

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:

Telephone:

Email:

Shannon Berry

775-720-3404

sberry@naspovaluepoint.org

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

**MASTER AGREEMENT # 8496
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint
PARTICIPATING ADDENDUM



**Facilities Maintenance and Repair &
Operations (MRO) and Industrial Supplies**
Lead by the State of **Oregon**

Master Agreement #: 8496

Contractor: **W.W. Grainger, Inc. (Contractor)**

Participating Entity: **State of Oklahoma**

The following Goods or services are included in this Addendum:

- General Maintenance, Repair, and Operation Items as categorized in the Master Agreement.

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

- Oklahoma State Use Items
- Oklahoma Corrections Industries Items
- Any remaining items on other mandatory contracts

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in Oklahoma authorized by that State's statutes to utilize State contracts with the prior approval of the State's Purchasing Director.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Oklahoma*. Issues of interpretation and eligibility for participation are solely within the authority of the State Purchasing Director.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Ryan Loughridge, Government Sales Manager, W.W. Grainger, Inc.
Address: 4314 Will Rogers PKWY, Oklahoma City, OK 73108
Telephone: (405) 409-6210
Fax: (405) 949-2348
Email: Ryan.Loughridge@Grainger.com

Participating Entity

Name: Lisa Bradley
Address: 5005 North Lincoln Blvd, Suite 300
Telephone: 405-522-4480
Email: Lisa.bradley@omes.ok.gov

4. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Lease Agreements: No lease agreements are permitted under this contract.

5. Subcontractors: No servicing subcontractors are permitted under this contract.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Definitions: Master Service Agreement for Services of Independent Contractor, Section 2 is hereby modified to add the following provision:

With respect to the State of Oklahoma, the defined term "Buyer" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

8. Contract Term: Master Agreement for Services of Independent Contractor, Section 3, is hereby modified to add the following provision:

This addendum shall be effective October 1, 2018 through June 30, 2019, with annual renewal options which agree with the Lead State's agreement to offer extension periods through June 30, 2023.

9. Payment: Master Service Agreement for Services of Independent Contractor, Section 17 is hereby modified to add the following provision:

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted. Pursuant to 74 O.S. § 85.44 (B), payment terms will be net 45. Interest on late payments by the State of Oklahoma is governed by 63 O.S. § 34.72.

10. Taxes: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

Oklahoma state agencies are exempt from the assessment of state sales, use, and excise taxes. Oklahoma state agencies and political subdivisions of the State of Oklahoma are exempt from federal excise taxes.

11. Delivery: Master Service Agreement for Services of Independent Contractor, Section 14 is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma based Buyers, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma based Buyers shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Buyers for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

12. Inspection and Audit: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based Buyers, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

13. Force Majeure: Master Service Agreement for Services of Independent Contractor, Section 29 is hereby modified to add the following provision:

With respect to all Oklahoma based transactions and all Oklahoma Buyers as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of force majeure shall not include, or be related to, the following occurrences:

- (a) Late delivery of equipment, supplies, or materials or any oversold condition of the market; or
- (b) Inability of either the Contractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of force majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of force majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as soon as reasonably practicable.

14. Indemnification: Master Service Agreement for Services of Independent Contractor, Section 33 is hereby modified to add the following provision:

The Contractor shall release, protect, indemnify, and hold all Oklahoma-based Buyers and their officers, agencies, employees, harmless from and against any damage, pricing, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees, or subcontractors or volunteers.

IN CONNECTION WITH INDEMNIFICATION OF A BUYER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT

NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION.

15. Compliance with Legal Obligations: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based transactions and purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contractor in its role as an Facilities MRO product provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 58 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1980 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, the Contractor shall, at all times during the Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise-and/or other business-tax payments to the State of Oklahoma as applicable.

16. Public Records: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based transactions and Purchasing Entities, Contractor acknowledges that all Oklahoma State agencies and certain other Purchasing Entities are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

17. Governing Law: Jurisdiction: Master Service Agreement for Services of Independent Contractor, Section 35, is hereby modified to add the following provision:

The construction and effect of this Participating Addendum or order placed against the

contract by an Oklahoma-based Purchasing Entity shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Venue for any claim, dispute, or action concerning an order placed against the contract by an Oklahoma-based Purchasing Entity or the effect of this Participating Addendum shall be in Oklahoma County, State of Oklahoma

18. Governing Law: Cancellation: Master Service Agreement for Services of Independent Contractor, Section 28, is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Buyers, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government, or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Buyer issues an order and has accepted the products and/or services under such order, the Buyer shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

19. Registration of Contractor: In order to receive payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

20. Contract Usage Reporting Requirements

For Oklahoma-based Buyers, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Reports shall provide the total amount sold to all political entities that include but are not limited to Oklahoma State Agencies, Counties, Cities, Schools, and Municipalities. Reports shall be submitted quarterly regardless of quantity.

Usage reports shall be sent electronically to Strategic.Sourcing@omes.ok.gov within 45 calendar days upon completion of performance quarter cited below:

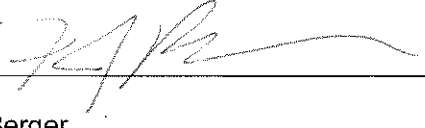
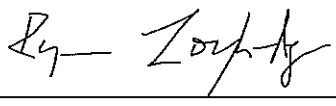
- a. January 01 through March 31
- b. April 01 through June 30
- c. July 01 through September 30
- d. October 01 through December 31

21. Contract Management Fee

Pursuant to 74 O.S. § 85.33, The Central Purchasing Division of the State of Oklahoma imposes and Contractor agrees to pay a contract management fee in the sum of one (1)% of the combined total quarterly expenditures from Oklahoma under this Participating Addendum. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Contractor, to Central Purchasing within 45 calendar days from the completion of the quarterly reporting period. The contract management fee check should be sent to:

Office of Management and Enterprise Services
Attention Accounts Receivable
5005 N. Lincoln Boulevard, Suite 300
Oklahoma City, OK 73105

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

Participating Entity: State of Oklahoma	Contractor: W.W. Grainger Inc.
Signature: 	Signature: 
Name: Ferris J Berger	Name: Ryan Loughridge
Title: State Purchasing Director	Title: Government Sales Manager
Date:	Date: 09/19/2018

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

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

**MASTER AGREEMENT # 8499
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint
PARTICIPATING ADDENDUM



**Facilities Maintenance and Repair &
Operations (MRO) and Industrial Supplies**
Lead by the State of **Oregon**

Master Agreement #: 8499

Contractor: **Sid Tool Co. dba MSC Industrial Supply Co. Inc. (Contractor)**

Participating Entity: **State of Oklahoma**

The following Goods or services are included in this Addendum:

- General Maintenance, Repair, and Operation Items as categorized in the Master Agreement.

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

- Oklahoma State Use Items
- Oklahoma Corrections Industries Items
- Any remaining items on other mandatory contracts

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in Oklahoma authorized by that State's statutes to utilize State contracts with the prior approval of the State's Purchasing Director.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Oklahoma*. Issues of interpretation and eligibility for participation are solely within the authority of the State Purchasing Director.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Matt Stump
Address: 4325 SW 21st Street Oklahoma City, OK 73108
Telephone: 512-296-0974
Fax: 405-946-9114
Email: stumpm@mscdirect.com

Participating Entity

Name: Lisa Bradley
Address: 5005 North Lincoln Blvd, Suite 300
Telephone: 405-522-4480
Email: Lisa.bradley@omes.ok.gov

4. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Lease Agreements: No lease agreements are permitted under this contract.

5. Subcontractors: No servicing subcontractors are permitted under this contract.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Definitions: Master Service Agreement for Services of Independent Contractor, Section 2 is hereby modified to add the following provision:

With respect to the State of Oklahoma, the defined term "Buyer" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

8. Contract Term: Master Agreement for Services of Independent Contractor, Section 3, is hereby modified to add the following provision:

This addendum shall be effective October 1, 2018 through June 30, 2019, with annual renewal options which agree with the Lead State's agreement to offer extension periods through June 30, 2023.

9. Payment: Master Service Agreement for Services of Independent Contractor, Section 17 is hereby modified to add the following provision:

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted. Pursuant to 74 O.S. § 85.44 (B), payment terms will be net 45. Interest on late payments by the State of Oklahoma is governed by 63 O.S. § 34.72.

10. Taxes: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

Oklahoma state agencies are exempt from the assessment of state sales, use, and excise taxes. Oklahoma state agencies and political subdivisions of the State of Oklahoma are exempt from federal excise taxes.

11. Delivery: Master Service Agreement for Services of Independent Contractor, Section 14 is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma based Buyers, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma based Buyers shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Buyers for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

12. Inspection and Audit: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based Buyers, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

13. Force Majeure: Master Service Agreement for Services of Independent Contractor, Section 29 is hereby modified to add the following provision:

With respect to all Oklahoma based transactions and all Oklahoma Buyers as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of force majeure shall not include, or be related to, the following occurrences:

- (a) Late delivery of equipment, supplies, or materials or any oversold condition of the market; or
- (b) Inability of either the Contractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of force majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of force majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as soon as reasonably practicable.

14. Indemnification: Master Service Agreement for Services of Independent Contractor, Section 33 is hereby modified to add the following provision:

The Contractor shall release, protect, indemnify, and hold all Oklahoma-based Buyers and their officers, agencies, employees, harmless from and against any damage, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from negligent acts or omissions of the Contractor, his employees, or subcontractors or volunteers.

IN CONNECTION WITH INDEMNIFICATION OF A BUYER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT

NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION.

15. Compliance with Legal Obligations: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based transactions and purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contractor in its role as an Facilities MRO product provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 58 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1980 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, the Contractor shall, at all times during the Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise-and/or other business-tax payments to the State of Oklahoma as applicable.

16. Public Records: Master Service Agreement for Services of Independent Contractor, is hereby modified to add the following provision:

For Oklahoma-based transactions and Purchasing Entities, Contractor acknowledges that all Oklahoma State agencies and certain other Purchasing Entities are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

17. Governing Law: Jurisdiction: Master Service Agreement for Services of Independent Contractor, Section 35, is hereby modified to add the following provision:

The construction and effect of this Participating Addendum or order placed against the

contract by an Oklahoma-based Purchasing Entity shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Venue for any claim, dispute, or action concerning an order placed against the contract by an Oklahoma-based Purchasing Entity or the effect of this Participating Addendum shall be in Oklahoma County, State of Oklahoma

18. Governing Law: Cancellation: Master Service Agreement for Services of Independent Contractor, Section 28, is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Buyers, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government, or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Buyer issues an order and has accepted the products and/or services under such order, the Buyer shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

19. Registration of Contractor: In order to receive payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

20. Contract Usage Reporting Requirements

For Oklahoma-based Buyers, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Reports shall provide the total amount sold to all political entities that include but are not limited to Oklahoma State Agencies, Counties, Cities, Schools, and Municipalities. Reports shall be submitted quarterly regardless of quantity.

Usage reports shall be sent electronically to Strategic.Sourcing@omes.ok.gov within 45 calendar days upon completion of performance quarter cited below:

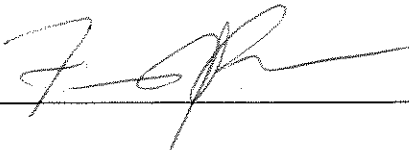
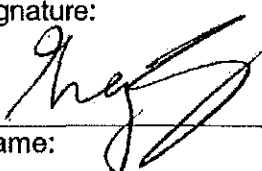
- a. January 01 through March 31
- b. April 01 through June 30
- c. July 01 through September 30
- d. October 01 through December 31

21. Contract Management Fee

Pursuant to 74 O.S. § 85.33, The Central Purchasing Division of the State of Oklahoma imposes and Contractor agrees to pay a contract management fee in the sum of one (1)% of the combined total quarterly expenditures from Oklahoma under this Participating Addendum. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Contractor, to Central Purchasing within 45 calendar days from the completion of the quarterly reporting period. The contract management fee check should be sent to:

Office of Management and Enterprise Services
Attention Accounts Receivable
5005 N. Lincoln Boulevard, Suite 300
Oklahoma City, OK 73105

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

Participating Entity: State of Oklahoma	Contractor: Sid Tool, dba MSC Industrial Supply Co . Inc.
Signature: 	Signature: 
Name: Farris J Barger	Name: Greg Levy
Title: State Purchasing Director	Title: Government Sales Manager
Date: 9-28-18	Date: 9-27-18

[Additional signatures may be added if required by the Participating Entity]
For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:
Telephone:
Email:

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

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



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 10/01/2018

Statewide Contract #: 0817 (NVP)

Contract Title: MRO-Maintenance, Repair and Operations

Addendum Date: 4/22/2019

Addendum #: 2

The MRO contract has been renewed for the full contract term.

The new extended contract period is now in effect through June 30, 2023.

Fastenal	MSC Industrial Supply Co	W.W. Grainger
4730 N Service Drive	4325 SW 21 st Street	4314 Will Rogers Parkway
Winona MN 55987	Oklahoma City, OK 73108-1753	Oklahoma City, OK 73108-1818
Vendor ID# 0000069679	Vendor ID# 0000097153	Vendor ID# 0000017468
PeopleSoft Contract ID# 0-5396	PeopleSoft Contract ID# 0-5392	PeopleSoft Contract ID# 0-5389
Contact: Casey Jordan	Contact: Mark Williams	Contact: Ryan Loughridge
Phone: 505-609-3468	Phone: 405-946-9090	Phone: 405-409-6210
Email: cjordan@fastenal.com	Email: branchokc@mscdirect.com	Email: Ryan.Loughridge@Grainger.com
Website: www.fastenal.com	Website: www.mscdirect.com	Website: www.grainger.com

You must have a contract sign on to view contract pricing. You may call either of the contacts listed above to have an account assigned.

If you have any further questions, please contact:

Lisa Bradley
SW Initiatives Contracting Officer
405-522-4480
Lisa.Bradley@omes.ok.gov



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 10/01/2018

Statewide Contract #: 0817 (NVP)

Contract Title: MRO-Maintenance, Repair and Operations

Addendum Date: 4/22/2019

Addendum #: 2

The MRO contract has been renewed for the full contract term.

The new extended contract period is now in effect through June 30, 2023.

Fastenal	MSC Industrial Supply Co	W.W. Grainger
4730 N Service Drive	4325 SW 21 st Street	4314 Will Rogers Parkway
Winona MN 55987	Oklahoma City, OK 73108-1753	Oklahoma City, OK 73108-1818
Vendor ID# 0000069679	Vendor ID# 0000097153	Vendor ID# 0000017468
PeopleSoft Contract ID# 0-5396	PeopleSoft Contract ID# 0-5392	PeopleSoft Contract ID# 0-5389
Contact: Casey Jordan	Contact: Mark Williams	Contact: Ryan Loughridge
Phone: 505-609-3468	Phone: 405-946-9090	Phone: 405-409-6210
Email: cjordan@fastenal.com	Email: branchokc@mscdirect.com	Email: Ryan.Loughridge@Grainger.com
Website: www.fastenal.com	Website: www.mscdirect.com	Website: www.grainger.com

You must have a contract sign on to view contract pricing. You may call either of the contacts listed above to have an account assigned.

If you have any further questions, please contact:

Lisa Bradley
SW Initiatives Contracting Officer
405-522-4480
Lisa.Bradley@omes.ok.gov



Awarded Supplier Information

Supplier Name: Fastenal

Supplier ID #: 0000069679

Supplier Address: 4730 N Service Drive

City: Winona

State: MN

Zip Code: 55987 -

Contact Person Name: Casey Jordan

Phone #: 1-505-609-3468

Title: Government Sales Manager

Fax #: 1-918-994-6333

Email: cjordan@fastenal.com

Website: www.fastenal.com

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ **Address:**

City:

State:

Zip Code:

Contract ID #: 0-5396

Delivery: Next Day

Minimum Order: None

P/Card Accepted: ☒ Yes

☐ No

Other: