

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
Fastenal Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
State of South Dakota
Contract Number 16168
(hereinafter "Participating State")

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1. Scope: This addendum covers the WSCA Facilities MRO Contracts lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for **all categories and for all states (entities)** authorized to use Master Price Agreement 1862.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

The contractor may, at the contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

3. Participating State Modifications or Additions to Master Price Agreement:

- 3.1. Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

4. Lease Agreements:

Lease Agreements Are NOT Authorized By This Contract

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5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division,
515 E. Musser Street, Suite 300, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor

Name: Donnalee Papenfuss, WSCA Contract Administrator
Address: Fastenal Company, 2001 Theurer Blvd
Winona, MN 55987
Telephone: (507) 453-8339
Fax: (507) 494-7760
E-mail: dpapenfu@fastenal.com

Participating State (Entity)

Name: Andy Mobley
Address: 523 E. Capitol Avenue, Pierre, SD 57501-3182
Telephone: (605) 773-4278
Fax: (605) 773-4840
E-mail: Andy.Mobley@state.sd.us

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 16168 and the Lead State price agreement number: 1862. The State's contract number #16168 and the Lead State price agreement number # 1862 shall appear on all invoices.

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the

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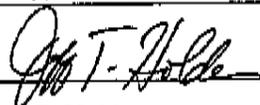
terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. **Administrative Fee/Rebate**: Fastenal will provide a 2% base rebate to the State of South Dakota under this Agreement. The 2% rebate shall be paid annually on all purchases under the Agreement, less any freight, taxes, returns, credits or adjustments. Annually means 12 months from the start date of the agreement to be remitted not later than the 30th day of the following month. The start date of the contract is April 1st, 2011.

10. **Custom Market Basket**: Fastenal will provide the State of South Dakota with a custom market basket of 100 commonly used items, to be identified cooperatively with the State, at more aggressive pricing.

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

Participating State/Entity: STATE OF SOUTH DAKOTA	Contractor: FASTENAL COMPANY
By: 	By: 
Name: Jeff T. Holden	Name: CORY JANSEN
Title: Director of Procurement Management	Title: Asst. V.P.
Date: March 25, 2011	Date: 3-25-2011