

**CITY CLERK
ORIGINAL**

**C-10912
06/14/2016**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 14 day of June, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Fastenal Company, a Minnesota corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 1, 2015, under The Cooperative Purchasing Network ("TCPN"), the Region 4 Educational Service Center entered into a contract with Contractor to purchase the goods and services described in the Maintenance, Repair and Operations (MRO) Supplies and Related Services Agreement, Agreement No. R142101 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was April 1, 2015, until the date the contract expires on March 31, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 31, 2020. The initial term of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 31, 2018. The City Manager

or designee, however, may renew the term of this Agreement for two additional (2) one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement. The rate and schedule from the Cooperative Purchasing Agreement are attached hereto as Exhibit C.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) annually or six hundred thousand dollars (\$600,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Connie Schneider, C.P.M.
5850 Glendale Ave, Suite 317
Glendale, Arizona 85301
623-930-2868
cschneider@glendaleaz.com

and

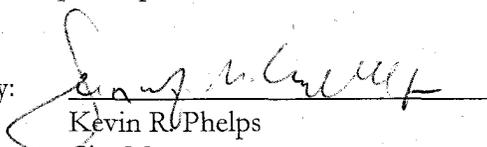
Fastenal Company
c/o Zach Wise
4730 N. Service Drive
Winona, MN 55987
507-313-7206
zwise@fastenal.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

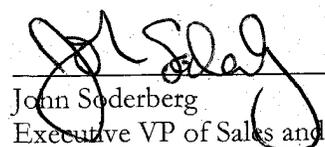
By:


Kevin R. Phelps
City Manager

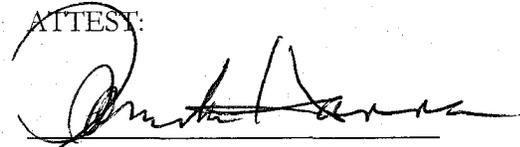
"Contractor"

Fastenal Company,
a Minnesota corporation

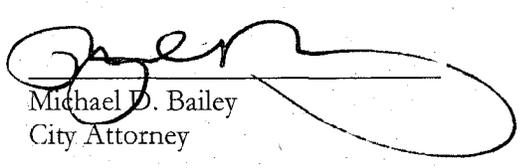
By:


Name: John Soderberg
Title: Executive VP of Sales and Operations

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

EXHIBIT A

Maintenance, Repair and Operations (MRO) Supplies and Related Services
TCPN Contract #R142101



February 27, 2015

Mr. Kenneth R. Nance
Executive Vice President - Sales
Fastenal Company
2001 Theurer Blvd.
Winona, Minnesota 55987

Re: Award of TCPN Contract # R142101

Dear Mr. Nance:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, Fastenal Company has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-21) submitted on December 10, 2014:

Commodity/Service

Contractor

Maintenance, Repair & Operations (MRO)
Supplies and Related Services

Fastenal Company

The contract is effective April 1, 2015 and will expire on March 31, 2018. As indicated above, your TCPN Contract # is R142101. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Fastenal Company.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a horizontal line.

Jason Wickel
President

APPENDIX A
VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 12/08/2014, by and between Fastenal Company ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Maintenance, Repair and Operations (MRO) Supplies & Related Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 Purchasing procedure:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract # R_____.”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based under the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being “piggybackable”.

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)

- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- “Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”
- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.
- The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed

reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank – Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name Fastenal Company

Address 2001 Theurer Blvd.

City/State/Zip Winona, MN 55987

Telephone No. (507) 313-7206

Fax No. (507) 494-6330

Email address zwise@fastenal.com

Printed name: Kenneth R. Nance

Position with company Executive Vice President - Sales

Authorized signature *Kenneth R. Nance*

Accepted by The Cooperative Purchasing Network:

Term of contract April 1, 2015 to March 31, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek
Region 4 ESC Authorized Board Member

2-24-2015
Date

Rita Drabek
Print Name

Faye B. Bryant
Region 4 ESC Authorized Board Member

2-24-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number B142101

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Please see the following pages which detail our exceptions/deviations.

WE ARE WHERE YOU ARE



Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Fastenal takes the following exceptions:

9.1 **Best Price Guarantee:**

The evaluated vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacture or publisher's direct cost.

Clarification / exception to Best Price Guarantee:

Fastenal is offering Region 4 ESC a pricing structure that represents a "ceiling price". Region 4 ESC and its participating entities will not be charged more than the pricing negotiated but may be charged more favorable prices based upon market conditions, volume discounts, planned purchases that allow for Manufacturer specific Special Pricing Agreements (SPA) and other situational variations that regularly occur in a retail environment commonly known as deviations (liquidations, damaged goods, one time good will, seasonal items, local promotions, etc.).

Additionally, Fastenal's price methodology with other State contracts and National Governmental Cooperatives is to negotiate the not to exceed or "ceiling price," and these customers also share the same commercial sales practice of Region 4 (and their participating entities). They are afforded the same opportunity for more favorable prices resulting from situational conditions and/or deviations, so it is not possible to make a best pricing representation.

Regarding the representation to lower the price as a result of a manufacturer price reduction - Fastenal's vendor base is comprised of thousands of vendors who are manufacturers, manufacturer representatives, dealers, brokers, and distributors of branded items and commodities. We often have multiple vendors for the same item and inventory within our distribution system that represents purchases from multiple vendors over different time periods at a variety of price points. Because of the aforementioned purchasing and distribution practices of Fastenal as a national distributor with a global vendor base, it is not practical or reasonable to administer automatic price decreases based upon changes in vendor costing.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases to core item list must be supported by manufacture documentation, or a formal cost justification letter.

Seller will provide adequate documentation to substantiate proposed price adjustments. Such documentation may include but is not limited to third-party market reports, documentation from Seller's suppliers and reputable commodity indexes.

Discounts for Catalog items will remain firm for the life of the contract. Discounts will be applied to the Fastenal Wholesale published price effective the date of purchase.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC.

Core Item list will be maintained on an Excel spreadsheet. Core Items will have the message "Core Item" when shopping on www.fastenal.com with the Buyer's account number. Additionally, the message of "Core Item" will be displayed at the local store within Seller's Point-of-Sale system and on any punch-out e-catalogs required by Buyer.

Catalog items are items that are available for purchase on www.fastenal.com or are published in the current version of the Fastenal Big Blue Catalog. All Catalog items will have the message "Catalog item" when shopping on www.fastenal.com with the Buyer's account number. Additionally, the message of "Core Item" will be displayed at the local store within Seller's Point-of-Sale system and on any punch-out e-catalogs required by Buyer.

Pricing for Non-Catalog items shall be negotiated by the parties at the local level prior to the sale of said items.

All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.4 Price Reduction and Adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of the acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period. Price reductions for retail deviations, spot buys and/or situational market conditions do not constitute a price reduction or adjustment.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive



termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense for auditing costs incurred by Fastenal in support of the audit. All audit costs incurred by Region 4 ESC are at Region 4 ESC's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

- 12.3 **Registered sex offender restrictions:** As required by individual school districts, Ffor work to be performed at schools, vendor agrees to perform background checks to insure that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN Yes No
Please see the attached Supplier Diversity Overview.

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Winona State of MN.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.

- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Zach Wise
 Title: TCPN Contract Manager
 Company: Fastenal Company
 Address: 4730 Service Drive
 City: Winona State: MN Zip: 55987
 Phone: (507) 313-7206 Fax: _____
 Email: zwise@fastenal.com

Billing & Reporting/Accounts Payable

Contact Person: Monica Nelton
 Title: Sales Development Manager
 Company: Fastenal Company
 Address: 4730 Service Drive
 City: Winona State: MN Zip: 55987
 Phone: (507) 313-7633 Fax: (507) 453-7145
 Email: mnelton@fastenal.com

Marketing

Contact Person: Zach Wise
 Title: TCPN Contract Manager
 Company: Fastenal Company
 Address: 4730 Service Drive
 City: Winona State: MN Zip: 55987
 Phone: (507) 313-7206 Fax: _____
 Email: zwise@fastenal.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing through reseller
 Value-added reseller Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Due to confidentiality we do not disclose customer specific			
information to any other party. This same confidentiality will,			
of course, be extended to Region 4 ESC and all participating			
agencies.			

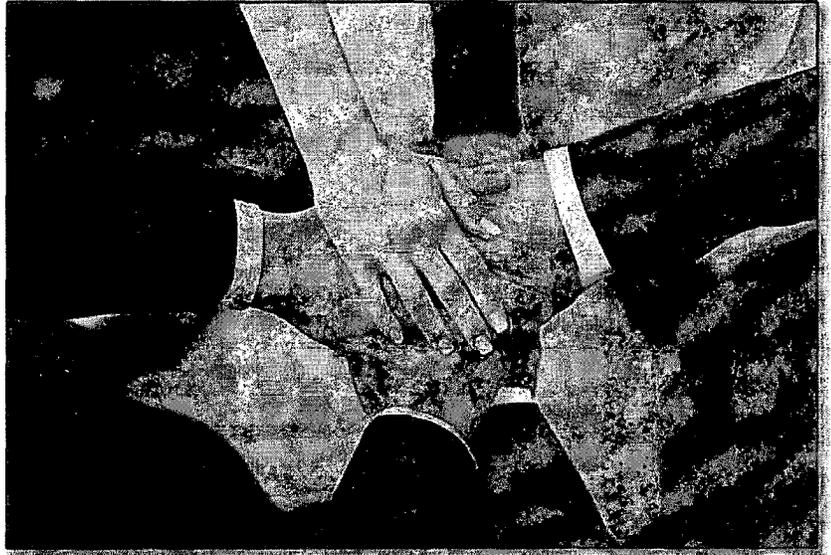
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Supply Chain Diversity

Recognizing that many of our customers have supplier diversity requirements and initiatives, Fastenal is committed to not only promoting diversity within our company, but also across our supply chain. To that end, we've developed a three-pronged approach to supply chain diversity that includes supplier diversity, vendor diversity and a 1st tier authorized reseller program.

Supplier Diversity

Our small business liaison officer makes sure that Fastenal isn't just "talking the talk" but also "walking the walk" when it comes to diversity and inclusion. Enriching our supply chain diversity not only helps our customers fulfill their diversity spend initiatives, it also gives our company a competitive edge and encourages our supply base to look for ways to support diverse business enterprises.



Vendor Diversity

Fastenal's Supplier Diversity team works to maximize procurement opportunities for minority-owned and woman-owned business enterprises. To that end, we're committed to building relationships with, and purchasing goods and services from, MBE/WBE to the maximum extent possible while meeting our standards for quality and reliability. Fastenal's diversity supplier base currently includes more than 200 minority- and woman-owned suppliers. Fastenal purchases from these diversity suppliers in 2009 totaled more than \$42 million, and the number of small businesses that Fastenal purchased from exceeded 1,500. To further support Fastenal's 2nd tier product offering, a supply chain diversity educational brochure and supplier directory were published in 2008 featuring small, woman-owned, minority-owned, HUBZone, veteran and service-disabled veteran-owned businesses. Contact suppliercert@fastenal.com for more information.

1st Tier Authorized Reseller Program

Fastenal's Supply Chain Diversity program establishes strategic alliances with small businesses serving as authorized channels of distribution for Fastenal's products and services. Fastenal's 1st tier program features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications, including:

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Woman Business Enterprise (WBE)
- Veteran and Service Disabled Veteran owned business (SDVSB)
- HUB Zone business (HUB)

The full line of Fastenal's fasteners and industrial supplies are available for purchase through our authorized resellers. Some resellers are stocking distributors; others are service providers with agreements for Fastenal to provide logistics and distribution services in support of their customers' requirements. All authorized resellers are the vendor of record – responsible for contract negotiations, pricing, invoicing and accounts receivable management.



Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
Fastenal Company

2. Brief history of your company, including the year it was established.
The Fastenal story began in November 1967 when Bob Kierlin opened the first Fastenal store, a 1,000-square-foot shop in his hometown of Winona, MN. It was a humble beginning, but the company eventually found its niche as a supplier that earns opportunities by exceeding customers' expectations for service – an approach later summed up with four words: *Growth Through Customer Service*. Guided by this motto, Fastenal grew from a small-town store, to an up-and-coming regional business, to a successful public firm, to North America's largest fastener company, to the world's most efficient distributor of OEM, MRO, and construction supplies.

3. Company's Dun & Bradstreet (D&B) number.
04 265 3634

4. Corporate office location.
2001 Theurer Blvd.
Winona, MN 55987

5. List the total number of sales persons employed by your organization within the United States, broken down by market.
Fastenal currently employs 18,640 people. Of this count, 11,221 are employed in sales roles in the United States.

Sales Category	Count
Stores <i>General Managers, Account Specialists, Outside Sales, Sales Support</i>	10,539
Sales Management <i>Regional Vice President, District Manager</i>	277
Industry Specialists <i>Aerospace, Construction, eCommerce, Manufacturing, Metalworking, Oil & Gas, Safety, Vending</i>	226
Government Sales	55
National Accounts	124



6. List the number and location of sales offices and distribution centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Fastenal Company currently operates 2,354 stores and 11 regional distribution centers in the United States. Please see the attached list of locations which includes full addresses and key contacts with contact information.

7. Provide the number of retail stores/storefront locations that your organization has, broken down by State.

Fastenal operates 2,354 stores in the United States and its territories. Please see the attached Fastenal Company US Stores List for a breakdown of locations.

State	Count	State	Count	State	Count	State	Count
AK	7	IL	86	ND	13	TN	59
AL	51	IN	86	NE	24	TX	176
AR	32	KS	36	NH	16	UT	24
AZ	19	KY	55	NJ	35	VA	54
CA	171	LA	45	NM	11	VT	10
CO	47	MA	36	NV	11	WA	62
CT	20	MD	35	NY	76	WI	77
DC	1	ME	15	OH	117	WV	16
DE	8	MI	73	OK	46	WY	14
FL	99	MN	72	OR	44	GU	1
GA	72	MO	60	PA	92	PR	7
HI	7	MS	35	RI	4		
IA	41	MT	11	SC	36		
ID	15	NC	80	SD	14		

8. Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing in retail stores/storefront locations.

In order for agencies to utilize the contract, they will be required to fill out a participation form (a sample of which has been attached). The submission of this form will ensure that they receive the contracted pricing, which is administered through Fastenal's Contract Management system to ensure compliance.

9. Detail any rebates, custom core lists, or other incentive offers, that will be extended through the contract.

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10. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:



a. Sales

Zach Wise

TCPN Contract Manager

1-507-313-7206

zwise@fastenal.com

Zach has worked for Fastenal for 9 years. He covers the entire United States and is responsible for the training, marketing, and growing of the contract.

Ryan Ash

Government Sales Director – West

1-760-761-0004

rash@fastenal.com

Ryan has worked at Fastenal for 15 years. His territory covers 23 states in the west and Midwest portion of the United States. Ryan oversees 19 government specialists.

Aaron Leyendecker

Government Sales Director – South

1-501-244-0844

aaleyend@fastenal.com

Aaron has worked for Fastenal for 14 years. His territory covers 11 states in the southeastern portion of the United States. Aaron oversees 12 government specialists.

Bill Franssen

Government Sales Director – East

1-757-342-6123

wfransse@fastenal.com

Bill has worked for Fastenal for 13 years. His territory covers 16 states in the northeast portion of the United States. Bill oversees 9 government specialists.

Government State Specialist

(Please see the attached Fastenal Gov Team for details)

b. Sales Support

Zach Wise

TCPN Contract Manager

1-507-313-7206

zwise@fastenal.com

c. Marketing

Zach Wise



TCPN Contract Manager
1-507-313-7206
zwise@fastenal.com

Sally Olson
Marketing Campaign Manager
1-507-313-7137
saolson@fastenal.com

Sally has worked at Fastenal for 11 years. Sally oversees all of Fastenal's marketing campaigns such as direct mail, e-mail marketing, promotional pieces, tradeshow, and social media.

- d. Financial Reporting
Monica Nelton
Sales Development Manager
1-507-313-7633
govcoordinators@fastenal.com

Monica has worked at Fastenal for 2 years. Monica oversees the government coordinator team and is responsible for account maintenance and reporting.

- e. Executive Support
Kevin Fitzgerald
Director of Sales
1-507-453-8565
kfitzger@fastenal.com

Kevin has worked at Fastenal for 15 years. Kevin manages all government and related industry business for the entire United States.

11. Define your standard terms of payment.

Fastenal's standard payment terms are Net 30.

12. Who is your competition in the marketplace?

Fastenal's primary national competitors are Grainger, HD-Supply/Home Depot, and MSC. We also have several regional competitors.

13. Overall annual sales for last three (3) years; 2011, 2012, 2013.

2011: \$2,766,859,000
2012: \$3,133,577,000
2013: \$3,326,106,000

14. Has your company done anything that is transformative or innovative to the industry? If yes, please describe.

WE ARE WHERE YOU ARE



Fastenal Company is continually working to adapt to the needs of our customers. Innovation is one of our four core company values (along with ambition, integrity, and teamwork) and we are always on the lookout for opportunities to bring ideas, modifications, and improvements to our business. We can tailor our solutions to meet the needs of our customers and are open to adopting new methods as they appear.

Fastenal has built the company from humble beginnings 40+ years ago through a motto of Growth Through Customer Service and a hunger to identify new products and services that add value to existing customer relationships. This hunger for more opportunities to serve customers is what drove the company to open more than 2,300 locations in the United States and expand the product offering from fasteners to a full line of industrial supplies, resulting in Fastenal becoming the fastest growing industrial supply distributor in the nation.

Through our 2,300+ local stores, Fastenal manages more inventory supply systems than any other industrial and construction supplier in the nation. The foundation of our flexible programs is local service – understanding our customers' requirements and usage patterns, keeping product stocked at the local store to anticipate their needs, and continually providing just the right amount of inventory, when, where, and how it's needed. We offer a variety of VMI options from dock-to-dock to an in-plant operation, and technical solutions from FAST Crib crib management software to industrial vending machines.

With more than 38,000 machines installed at customer sites, Fastenal is far and away the largest industrial vending company in the world. Our industrial vending solutions provide point-of-use access to supplies while generating detailed usage reporting to drive consumption reduction. The machines are provided, installed, maintained, and replenished by local Fastenal personnel. There are no long-term commitments or capital expenses, only a low annual software hosting fee and a minimum monthly spend requirement.

15. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

CONFIDENTIAL

16. What is your strategy to increase market share?

Our goal is to become the best industrial distributor in each market that we serve. We are working to achieve this by:

- Opening new stores, domestically and internationally
- Continuing to expand the products and services offered to our customers
- Developing innovative sales and marketing approaches

With the addition of new product offerings and more efficient ways for the customer to receive their product, we believe we are positioned to become the best industrial and construction distributor in each market we serve.

With regards to our government customer base, we have expanded, and continue to expand on all products offering with a focus in plumbing, electrical and HVAC to address

the demands of facilities maintenance managers within state agencies, municipalities and educational facilities. The continuous improvement of our e-commerce platforms are another focal point of our strategy to grow in the government segment. With regards to MRO supplies, Government customers are looking for more than a catalog and a 1-800 number or a big box retail chain.

17. What differentiates your company from competitors?

At the heart of what differentiates our company from the competition is the concept of a “strategic” versus a “transactional” supplier. There are some very good transactional suppliers out there, but their business models are narrowly focused on the efficiencies of transactions – the number of standard products available, the number of purchase orders filled, the number of days from order to delivery, etc. By nature it’s a reactive model: The order comes in, it’s processed in a remote warehouse, and shipped via a third-party carrier. The good news is that the box arrives within 24 to 48 hours. The bad news is that very little value is delivered along with it.

As a strategic supplier, Fastenal takes a very different approach to drive a deeper level of value. A key concept is total cost of ownership, or TCO. This is particularly important in the MRO arena, where piece price typically represents less than 50% of the total costs associated with low-dollar, high-use supplies. While we strive to be competitive on price, what truly sets us apart is our ability to economize the many indirect costs associated with acquiring, owning and managing MRO inventory, in many cases by assuming these burdens and costs ourselves – something we’re willing to do in order to earn loyalty and future opportunities.

The key to this TCO value proposition is our local presence. With more than 2,300 U.S. branches – far more than any other industrial supplier – we’re located within 20 miles of nearly 100% of our current and potential customer locations in North America. Because we are where you are, we’re able to stock tailored inventory minutes away, actively manage the flow of planned purchases, and immediately respond to any emergency needs, driving down indirect costs every step of the way. On a more fundamental level, having a dedicated local store for every customer location sets the stage for an environment in which nearly all purchases become planned purchases.

Every Fastenal store carries a broad core inventory to meet common customer needs across a range of industries, but this is just a starting point. As information is shared and usage patterns emerge, each servicing branch will adapt its inventory model to mirror and anticipate your local demand. Within a matter of months, nearly all of your product needs are stocked in close proximity to your facilities, dramatically reducing inventory carrying costs, stock outages, and costly rush orders. In short, while other suppliers are built to react with 24 to 48 hour lead times, our system is designed to analyze, anticipate, and provide today’s needs today.

18. Describe the capabilities and functionality of your firm’s on-line catalog/ordering website.

Fastenal.com features nearly 400,000 products presented online for browsing and purchasing. A powerful search engine which includes attributes and standard fastener terminology has been developed for more accurate search results. Users can register to see their Custom Pricing as well as view the inventory in their closest Fastenal store. This fully transaction website allows for product search, traceability, and order submittal for on-line shopping convenience. Orders may be picked up at the local store or delivered directly to the user by one of our Fastenal Customer Service Representatives from the local store.

19. Describe your company's level of expertise with web-based procurement providers such as ESM, SciQuest, Lawson, Oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with a public agency.

Fastenal has vast integration experience with a number of 3rd party web-based procurement providers, including ESM, SciQuest, Oracle, SAP, Peoplesoft, and many more. With over 15 years of experience with B2B integration, Fastenal has a dedicated eCommerce team to implement such integrations.

20. Does your company have a "Lead Point of Contact" for e-commerce integration issues? If yes, please provide detail contact information.

Fastenal has a dedicated team for eCommerce integrations. Each project is assigned an eCommerce Sales Specialist and a Technical Business Analyst. Both of these individuals would be key points of contact for any integration issues.

21. Describe your company's ongoing quality control processes to ensure qualified in-house personnel and subcontractors.

Fastenal has a highly trained, ethical work force thanks to our comprehensive corporate university, the Fastenal School of Business. With 14 campus locations, extensive field training, and a dynamic online training portal, FSB provides career-long opportunities for professional education and development, enabling our sales and support personnel to continually improve their product knowledge and service skills. Specialized institutes focus on store operations, leadership, sales, marketing, product education, operations, and support.

Fastenal does not typically utilize subcontractors. However, we have in place a documented and implemented supplier approval program with scheduled on-site audits on a three-year cycle. Our policy is that we buy standard product only from approved suppliers.

22. Describe your company's ability to create and maintain a dedicated TCPN page on your company's website, as well as any other capabilities your company may have of promoting the contract online.

Fastenal has an established "Landing Page" on fastenal.com that references our agreement with TCPN and shows users the product categories under the contract, how to become a TCPN member, links to the TCPN.org website, how to register their account with TCPN pricing, how to contact their local Fastenal store or government sales manager. This landing page is controlled and updated by Fastenal on a regular basis.

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FASTENAL Sales, Rebates & Catalogs Services Resources About Us Careers Help

Products Browse Keyword: Part Number or X-Ref My Account Sign In or Register My Store Find a Store My Cart Items(0)

Home > Sales & Industry Solutions > Government & Related Industries > State & Local Contracts & Cooperatives > Cooperatives > TCPN

TCPN

Fastenal: Facilities Maintenance & Construction Supplies

Contract #R4952 – MRO Equipment, Supplies & Related Items/Services

Fastenal and The Cooperative Purchasing Network (TCPN) make cooperative purchasing simple. Use Contract #R4952 for MRO Equipment, Supplies, and related Items/Services. Fastenal is ready to serve TCPN members with quality Maintenance, Repair & Operation (MRO) supplies and services. Our offering spans 18 product categories available at more than 2,600 retail stores nationwide. In addition to retail stores, TCPN customers can shop online at www.fastenal.com.

Additional Information
FAST Solutions Agreement



About TCPN

TCPN is a national governmental purchasing cooperative, established in 1997 whose contracts have been competitively bid and awarded, by a governmental entity serving in the lead agency role, to national vendors for commonly purchased products and services, including facilities, furniture, office supplies and equipment, security systems and technology. Entities that must comply with purchasing procedures mandated by state laws and regulations, like public and private schools, colleges and universities, cities, counties, nonprofits, and all governmental entities, use TCPN contracts to increase their efficiency and economy when procuring goods and services. As a national purchasing cooperative, TCPN leverages one of the largest pools of purchasing potential and allows agencies to receive a combined buying power regardless of the entity's size. For more information about TCPN, please visit www.tcpn.org.

Fastenal Quick Facts

- More than 2,600 retail stores
- 24-hour emergency service
- Local service and delivery
- Flexible purchasing options: walk-in, phone, fax, or e-commerce
- Contract pricing on all product categories
- Just-in-time ordering and fast fulfillment delivery
- Solutions based vendor managed inventory programs
- FAST Solutions - Simple, Affordable Industrial Vending

TCPN Members Receive Discounts On...

- HVAC
- Lighting
- Material Handling Repairs
- Motors and Accessories
- Fasteners
- Outdoor Garden Supplies and Equipment
- Air Filters
- Cleaning
- Security
- Electrical Repairs and Equipment
- Batteries and Flashlights
- Paint and Accessories

23. Describe your company's ability to maintain a vendor page on TCPN's website including always up-to-date contact information and promotional materials. Fastenal regularly communicates with TCPN representatives regarding changes to contact information and continuously shares marketing materials promoting the Fastenal-TCPN agreement. Fastenal and TCPN hold monthly meetings to update each other on business trends and marketing efforts. This effective communication is key to keeping the Fastenal vendor page on TCPN up to date and relevant.



24. Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.).

Fastenal currently operates 2,354 stores in the United States. Standard store operating hours are 7:00am to 5:00pm, Monday through Friday. Emergency contact information can be provided to reach local Fastenal representatives outside of standard store hours.

25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Fastenal has not been involved in bankruptcy or reorganization. Please see the attached Litigation Disclosure.

Marketing / Sales

26. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns

- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Please see the attached Fastenal Implementation Plan.

27. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Fastenal has a proven track record of adding eligible agencies to TCPN. Fastenal will use its extensive local sales force to meet face to face with eligible agencies. Fastenal's sales force has been trained to show their customers how using the TCPN cooperative agreement saves the customer time and money versus the customer drafting and managing their own RFP. Fastenal's government RFP team uses a TCPN cover letter to respond to eligible agencies' requests for bids.

Fastenal will also demonstrate the benefits of the TCPN contract via co-branded direct mail campaigns, e-mail marketing, and marketing pieces explaining the benefits of cooperative purchasing and how eligible agencies can become a member of TCPN.

28. Explain how your company plans to market this agreement to existing government customers.

Fastenal will market our TCPN agreement to existing customers via a co-branded direct mail campaign, email marketing, advertising the TCPN award on Fastenal's company website, and using our extensive local sales force to meet face to face with existing customers. Fastenal will have marketing pieces developed explaining the benefits of cooperate purchasing and how eligible agencies can become members of TCPN. Fastenal will team up its government sales team with the corresponding TCPN program manager to identify growth opportunities and work together to expand the MRO sales.

29. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Please see the attached Fastenal Implementation Plan.

30. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

- Immediate announcement from Fastenal leadership on the award of the TCPN contract via video posted on our internal website.
- Fastenal's government sales team will arrange regional meetings with our Regional Vice Presidents, District Managers, Branch Managers, and outside sales teams. These regional meetings will include:

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- Training on the new TCPN agreement, contract terms, discount structure, implementation timelines, category discounts, core items, etc.
- Training on promoting TCPN to eligible agencies and how they can become TCPN members
- TCPN customer specific implementation plans targeting the largest opportunities
- Representatives from TCPN should be involved at these meetings.
- Update the internal landing page on our intranet site, where Fastenal representatives will be directed to access contract specific information

31. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Fastenal will provide its company logo to Region 4 ESC with permission to reproduce the logo for marketing and promotions.

32. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

CONFIDENTIAL

Administration

33. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Fastenal is very selective with whom they choose to partner with when it comes to national cooperative purchasing programs. The only two national cooperatives Fastenal is partnered with are TCPN and WSCA-NASPO.

Fastenal was awarded the WSCA-NASPO contract in 2011 and has grown that award into 33 statewide contracts. Fastenal's government sales team held regional meetings with our Regional Vice-Presidents, District Managers, General Managers, and outside sales teams to train them on the WSCA agreement, terms, pricing and target customers. Fastenal created landing pages for each state under the WSCA contract and launched a marketing campaign to support our award.

Fastenal was awarded the TCPN contract in 2010 and launched an extensive co-branded marketing campaign aimed at educating the thousands of Fastenal sales people of the benefits of TCPN. Fastenal created a co-branded marketing piece featuring Carl Edwards to promote its TCPN contract. Fastenal added over 7,000 customers from all 50 states to its TCPN contract and have grown sales by 30% or more every year.

Fastenal's government sales team held regional meetings with our Regional Vice-Presidents, District Managers, General Managers, and outside sales teams to train them on the TCPN agreement, terms, pricing and target customers. Fastenal created a landing page for the TCPN agreement and advertised our award on the home page of

Fastenal.com.

Fastenal also created a TCPN contract manager position to oversee the growth, training and promotion of the TCPN agreement.

34. If awarded, please describe your plan to differentiate the TCPN contract from other State, Local and National Cooperatives.

Fastenal is very selective with whom it chooses to partner when it comes to national cooperative purchasing programs. The only two national cooperatives Fastenal is partnered with are TCPN and WSCA-NASPO. Fastenal is not challenged with differentiating between other local national cooperatives.

Fastenal will promote its TCPN contract as the primary contract vehicle for government political subdivisions including, but not limited to:

- City
- County
- K12
- Higher Ed
- Non Profits
- Eligible Healthcare

Fastenal has a dedicated TCPN contract manager who oversees the growth, promotion, and training of the TCPN agreement. Fastenal's TCPN "Core Item" product mix is designed specifically for government political subdivisions. Fastenal will negotiate with eligible agencies a "Custom Core Basket" to meet the specific high volume needs of the customer. The TCPN agreement allows Fastenal to market all of our major product categories without significant restrictions.

Fastenal will hold monthly meetings between government sales leadership and key TCPN leadership. Fastenal's team of government sales specialists will work regularly with the TCPN program managers on large opportunities to grow the TCPN contract. Fastenal will participate in regional tradeshows organized by TCPN and promote our TCPN agreement at national tradeshows.

35. Describe the capacity of your company to report monthly sales through this agreement.

Fastenal does have the ability to provide monthly sales reports.

36. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

As a contract customer you can choose to receive our Executive Report Summary which includes:

- Total Spend
- Spend by Concept
- Spend by Division
- Accounts Receivable

- Spend by Account
- Cost Savings
- Inactive Accounts
- Spend by Account Specialty

Any non-standard reporting requests would be negotiated between Fastenal and the individual agency. The individual agency can request reporting through their local store, local government sales rep, or by emailing govtcpn@fastenal.com.

37. Do you have a policy or policies requiring compliance with all federal, state, international and applicable local laws? Please attach or provide a link:
Please see the attached Fastenal Policies.

38. Do you have a compliance department? If so, please list the standards this department monitors compliance with (e.g. applicable federal and state laws, internal policy, ISO processes, GSA regulations, etc.).

Compliance to various standards is monitored through a variety of departments.

- Legal: federal and state laws; internal policy
- Quality: ISO processes; internal policies & procedures
- Product Compliance: federal and state laws; conflict minerals; REACH & RoHS
- Contract Compliance: compliance to contract terms for customers

39. Within the past 5 years, has your organization been made aware of any investigations involving your organization for violation(s) of a law or laws, the legally authorized penalties for which exceeded \$500,000?

If yes, please list all such investigations and their outcomes:

Yes. Please see the attached Litigation Disclosure.

40. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Fastenal's service-oriented distribution network is designed to drive total cost savings for our customers. We have a variety of cost savings drivers including:

- VMI/Vending: Servicing stores will stock product locally and keep just the right amount flowing to the point of use, eliminating costs associated with stock-outs, rush orders, and excess inventory. Our industrial vending solutions have the added benefit of reducing product consumption, typically by 25-35%.
- Reduced Freight Costs: Our company-owned transportation fleet (6,000+ vehicles in all) enables us to move product efficiently and economize freight expenditures for our strategic customers.
- E-Business Solutions: We offer a range of solutions to minimize paperwork, processing time, and administrative costs.

- **Dedicated Local Service:** Each customer location is serviced by a dedicated local store team that can tailor its inventory and service to support the customers' business goals.
- **DMAIC Process Mappings:** Fastenal Lean specialists can work our customers to map the movement of product through their current system and identify areas where costs can be reduced or eliminated. Based on the information gathered, a gap analysis is presented along with a business plan to achieve a specific cost savings goal. Implemented solutions include Kanban, just in time (JIT), 6S, industrial vending, point-of-use delivery stations, and other Lean Six Sigma concepts.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

41. Please provide your company's environmental policy and/or green initiative.
Please see the attached Fastenal Green Statement.

42. How do you ensure and measure the success of your sustainability policy and initiatives?
Fastenal strives to operate its business as efficiently as possible with responsible resource use at the heart of that practice. Please see the attached Green Statement for examples of what Fastenal does to minimize environmental impact. There are no formal measures in place today, but we are always trying to improve our processes. Fastenal also offers thousands of environmentally preferred products in the categories of Energy Conservation, Green Cleaning & Maintenance, Waste Reduction, and Water Conservation to help our customers reach their environmental goals. As a means to further reduce waste, Fastenal offers recycling programs for lamps, ballasts, and batteries. All of these purchases can be reported on regularly to support ongoing initiatives and help measure progress. Please email gogreen@fastenal.com if you have any questions and be sure to visit our [Green Resources](#) page for more information.

Diversity Initiatives

43. Please describe any diversity programs and/or partnerships that your company has currently implemented.

At Fastenal we recognize the many opportunities small and diverse businesses provide as our suppliers, vendors, and strategic customers. Our Supplier Diversity program facilitates the demand for small business advocacy among large corporations, prime contractors,

city/state/local government, federal government, and many other organizations. Understanding this demand helps us provide opportunities to small and diverse businesses in both the United States and Canada.

2nd Tier Program

We are committed to building relationships with, and purchasing goods and services from, qualified small and diverse businesses to the maximum extent possible while meeting our standards for quality and reliability. This program is not limited to just Woman-Owned and Minority-Owned Business Enterprises; we also support and offer products supplied by Small Businesses, Small Disadvantaged Businesses, Veteran-Owned and Service Disabled Veteran-Owned Businesses, and HUBZone certified businesses. No matter the request or certification criteria, Fastenal's Supplier Diversity team can help.

1st Tier Authorized Reseller Program

Certain projects, contracts, and companies have a very high demand for diversity spend. Our 1st tier program establishes strategic alliances with small businesses serving as authorized channels of distribution for Fastenal's products and services. Fastenal's 1st tier program features strategic partners with a wide range of manufacturing, distribution, and service capabilities as well as a full complement of supplier diversity certifications, including:

- Small Business (SBE)
- Small Disadvantaged Business (SDB)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Woman Business Enterprise (WBE)
- Small Veteran-Owned Business (SVOB)
- Small Disabled Veteran-Owned Business (SDVOB)
- HUB Zone Business (HUB)

44. What policies and initiatives promoting diversity within your workforce do you have?

Please attach copies of the policies or provide links:
Please see the attached Equal Employment Opportunity Policy.

45. What policies and initiatives promoting diversity within your supplier base do you have?

Please attach copies of the policies or provide links:
At Fastenal, we recognize the many opportunities small and diverse businesses provide as our suppliers, vendors, and strategic customers. Our Supplier Diversity program facilitates the demand for small business advocacy among large corporations, prime contractors, city/state/local government, federal government, and many other organizations. Understanding this demand helps us provide opportunities to small, diverse, and local businesses world-wide. With more than 2,600 stores spanning North America, we believe that doing business with companies that reflect the diverse communities in which we operate isn't just the "right" thing to do, it also makes good business sense.

Goal

The goal of Fastenal's Supplier Diversity Program is to increase purchases with small, diverse, and local businesses by creating close, long-term relationships that strengthen our supply chain.

Policy

It is our policy to advocate for small, diverse, and local businesses. To that end, we collaborate to identify specific opportunities for our suppliers, working to match our key customers' needs with our supplier's capabilities.

Through our continuous outreach, certification compliance, qualification, and utilization efforts, we continue raising the bar for our program. We are looking to create an elite group of diversity suppliers that meet our standards for quality and have a high level of commitment.

Mission

Our mission is to grow our company by providing our customers with a superior offering of products, consumption tracking capabilities, and Reseller Consortium partners. We recognize that supplier diversity is an opportunity for Fastenal to establish a competitive advantage and improve customer satisfaction. The pursuit of the competitive edge is what drives us to continually increase the diversity of our supplier base.

Developing Relationships & Opportunities

Visit the links below to learn more about Fastenal's Supplier Diversity program.

[Tier II Vendor Diversity Program](#)

[Tier I Authorized Resellers](#)

For more information on our Supplier Diversity program, contact:
suppliercert@fastenal.com.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Fastenal's corporate functions are centered on the ISO 9001:2008 standard and we're registered at locations worldwide, including each of our distribution centers, our FASTCO operations, and our manufacturing facilities.

In addition, our quality assurance labs are A2LA accredited. The scope of our A2LA accreditation includes mechanical, chemical, dimensional, and calibration testing. Our calibration lab and primary mechanical/chemical test lab is located in Winona, MN, and first completed its A2LA accreditation in 1998. Since then we've received A2LA accreditation for

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our labs in Shanghai; Taiwan; Malaysia; Wallingford, CT (HOLO-KROME); and, most recently, Modrice, Czech Republic.

We also have been ISO/TS 16949:2009 certified at our manufacturing facility in Loves Park, IL.

Please see the attached Fastenal Quality Certifications.

Products are purchased to industry standards like ASTM, ANSI, SAE, ISO, etc. Receiving inspection is based on criteria from these product standards.

Incoming products are part numbered and given a unique trace number at receiving inspection. These numbers stay with the product through receiving, shipping, disbursement, packing slip and invoicing. Fastenal has full traceability on all products sold. We stand behind our product 100%.

Fastenal is registered to do business in all 50 states.

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TCPN Contract #
MRO Equipment, Supp
& Related Items/Service



Contract Participation Form

In order to receive the pricing and benefits of the contract, a member or eligible entity is required to complete the Contract Participation Form below. Submission of this form is an acknowledgement of the intent to purchase from this contract and that all orders placed under the Fastenal account numbers listed with the form (or added later) are in accordance with the terms and conditions of this contract. If you do not have an account number with Fastenal Company (or do not know your account number) a Fastenal representative will contact you. A Fastenal account can only have one (1) Fastenal contract administered to it. Please contact govtcpn@fastenal.com if you have any questions.

Contact Name	
Title	
Agency/Political Sub	
Department Name	
Email	
Phone	
Physical Address	
City	
State	
Zip Code	
Fastenal Customer Account Number(s)	
Comments	

FAX COMPLETED FORM TO: 507-494-6423

**Follow These Steps
to Sign Up with
TCPN Today!**

1. Go to www.tcpn.org
 - a. Select the "Membership" tab and answer the questions (will take about 1min)
 - b. No obligation and it's FREE!
2. Allow 3-5 days for processing.



Fastenal Company Government Sales Team

EXHIBIT A

SPECIALIST	TERRITORY	EMAIL	Gov Director	Gov Director E-mail
Dan Flynn	DFW - West	dflynn@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Jenna Myhre	DFW - East	jmyhre@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
John Johnson	NM/West TX	jjohnson@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
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Dustin Parker	OREGON	dparker@fastenal.com	Ryan Ash	rash@fastenal.com
Eric Slaughter	E. MISSOURI	eslaughter@fastenal.com	Ryan Ash	rash@fastenal.com
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Travis Robles	SACRAMENTO - CA RESELLERS	trobles@fastenal.com	Ryan Ash	rash@fastenal.com



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www.fastenal.com

Litigation Disclosure

On October 18, 2007, a complaint was filed in the United States District Court for the Northern District of California against Fastenal Company on behalf of two former employees claiming to represent all employees employed in the store position of Assistant General Manager in the United States within three years prior to the filing date (four years for California employees). The suit alleges Fastenal misclassified its Assistant General Managers as exempt for purposes of the overtime provisions of the Fair Labor Standards Act (FLSA) and California and Pennsylvania state statutes. This suit also alleges that Assistant General Managers in California did not receive sufficient meal breaks and paid rest periods under the California Labor Code. An opt-in class has been certified for this action.

On August 29, 2008, Fastenal Company issued a press release announcing a preliminary agreement to settle the class action lawsuit noted above. While the Company denies the allegations underlying the lawsuit, it has agreed to enter into the settlement agreement in order to avoid significant legal fees, the uncertainty of a jury trial, distractions to Fastenal's operations, and other expenses and management time that would have to be devoted to protracted litigation. The settlement, which is still subject to court approval, fully resolves all claims brought by the plaintiffs in this lawsuit. Pursuant to the settlement, Fastenal will make a cash payment of \$10 million to cover claims by eligible class members, plaintiff attorneys' fees and costs, and payments to the named plaintiffs. The expense for this settlement was recorded in the quarter ended September 30, 2008. The company does not expect the settlement to have any material impact on its operating results going forward.

In July 2010, we received a letter from the Civil Division of the Department of Justice (the 'DOJ') advising that they intended to be ready to commence litigation against us regarding a contract we entered into with the United States General Services Administration (the 'GSA') in 2000. We discontinued the GSA contract in 2005. The letter is related to an audit conducted by the GSA Office of Inspector General (the 'OIG') in 2005-06 that suggested we had not complied with certain pricing and product requirement provisions, and had potentially overcharged government customers under the contract. We have communicated our disagreement with the audit report, and have participated in several meetings and discussions with the OIG and DOJ on these disputed issues during the past several years. A subpoena dated March 25, 2010 was sent to us from the DOJ seeking information about the Company's position concerning our compliance under the contract, and we provided responsive information to the DOJ in May 2010. Discussions between the DOJ and Fastenal relating to our compliance with the pricing and product requirement provisions under the contract are ongoing. As of June 30, 2010, the DOJ had offered to resolve this matter for a payment by us of \$9.5 million and we had offered \$750,000, which amount we had accrued. During the third quarter of 2010 we continued our discussions with the DOJ. The DOJ has currently offered to resolve this matter for \$8.5 million and we have offered \$2,750,000, which amount we have accrued as of September 30, 2010. Fastenal Company signed a settlement agreement on January 13, 2011. This agreement settles the dispute disclosed in our quarterly report on Form 10-Q for the quarter ended September 30, 2010. Under the terms of the agreement, we will make an immediate one-time payment of \$6.25 million. As indicated above, we continue to believe that we complied with our obligation under the GSA contract in all material respects. However, we felt a continuation of our dispute with the DOJ and GSA was not the best use of our resources.

In early February 2010, we received a letter from a California fastener supplier dated January 26, 2010. This letter threatened to sue us for our alleged violation of an exclusive distribution arrangement this supplier believes exists between our organizations. In addition, this supplier provided a press release and a video regarding the claim that they threatened to make public unless we agreed to mediation of the claim. Shortly after receipt of this letter, we performed a preliminary internal review to understand (1) who this supplier was and (2) the nature of our relationship with this supplier. Based on that review, we determined that this supplier manufactures a niche type of fastener and that the total volume of purchases by us, from all suppliers, over the purported term of the alleged

exclusivity arrangement of this niche type of fastener does not exceed \$1 million. Following completion of our preliminary internal review, we requested additional information and documentation from the supplier. The supplier's response failed to provide the requested information and documentation. By letter dated February 26, 2010, we quantified for the supplier our total volume of purchases as discussed above and informed the supplier that we believed their claim was grossly exaggerated and completely unsupported. We have not received any direct response to our February 26 letter. On May 3, 2010, this supplier filed suit in Arkansas alleging damages. In response, we filed a motion to dismiss. This motion to dismiss was denied on August 16, 2010. We subsequently filed two motions for summary judgment. The first summary judgment motion was partially denied.

On August 24, 2011, the court issued an order granting Fastenal's second motion for summary judgment in its entirety. On December 16, 2011, the court issued an order granting, in part, Fastenal's request to recover on its Bill of Costs and Petition for Attorney's Fees from B&B Hardware, which order B&B Hardware appealed on January 9, 2012. On August 21, 2012, the appeals court issued a ruling affirming the August 24, 2011 and December 16, 2011 orders. The appeals court filed a Mandate order on September 13, 2012 to effectively conclude these proceedings. While we are not required to disclose this matter under the rules of the Securities and Exchange Commission, we initially disclosed the existence of this threat in February 2010 (in our 2009 annual report on Form 10-K) as we believed that disclosure was prudent due to the alleged amount (\$180 million) of the claim and the threat to make these allegations public.

In addition to the forgoing legal actions, Fastenal Company from time to time may be involved in various legal actions or proceeding that may involve products, employees, property, debtor or creditor issues, bankruptcy, contracts and related operational issues of the Company and certain investigative inquiries or audits by local, state or federal authorities; however, these actions or activities are not viewed as having a material impact on the Company's operations or its financial condition.

Fastenal Implementation Plan

Fastenal's implementation plan will roll out on two fronts. First, Fastenal will train its sales force so it has the tools and knowledge they need to help purchasing entities effectively utilize Fastenal and this agreement. This will be a continuous improvement plan ensuring that TCPN customers receive the highest level of customer service. Secondly, Fastenal's implementation plan will be dedicated to promote awareness and benefits to eligible public agencies.

Day 1-10

Fastenal will go to work immediately after the new contract has been awarded:

- Immediate announcement from Fastenal leadership on the award of the TCPN contract via video posted on our internal website
- Announce our TCPN award via Fastenal's social media sites (Twitter, Facebook etc.)
- Announce our TCPN award via Fastenal's website www.fastenal.com with a banner on the homepage
- Update the internal landing page on our intranet site, where Fastenal sales representatives will be directed to access contract specific information
- Update the external landing page on Fastenal.com dedicated to TCPN to show the following:
 - TCPN and Region 4 ESC logo
 - Link to TCPN and Region 4 ESC websites
 - Instructions on how to become a TCPN member
 - Summary of contract and services offered
 - Links to the contract documents and marketing materials

Day 10-30

- Send out a co-branded press release via direct mail to TCPN customers and prospects
- Send out a co-branded press release via e-mail to TCPN customers and prospects
- Start to develop specific co-branded marketing materials for the new TCPN agreement
- Fastenal's government sales team will arrange regional meetings with our Regional Vice Presidents, District Managers, Branch Managers and outside sales teams. These regional meetings will include:
 - Training on the new TCPN agreement, contract terms, discount structure, implementation timelines, etc.
 - Training on promoting TCPN to eligible agencies and how they can become TCPN members
 - TCPN customer specific implementation plans targeting the largest opportunities
 - Representatives from TCPN should be involved at these meetings

- Hold implementation meeting with TCPN representatives to identify and review key objectives
- Attend or make plans to attend national and regional tradeshows to promote our TCPN contract

Day 30-60

- Implementation workshop with our Regional Vice Presidents, District Managers, Branch Managers and outside sales teams that will go over all contract details including, but not limited to:
 - Contract Terms
 - Category Discounts
 - Core List Items
 - Target Agencies
 - Contract Benefits
- Hold implementation meeting with TCPN representatives to identify and review key objectives.

Day 60-90

- Key Fastenal employees will travel to TCPN headquarters for vendor orientation and strategy session
- Ongoing training and evaluation of workshop action items
- Ongoing review of implementation process plan with project management team and TCPN representatives
- Start the first Quarterly Business Review (QBR) under this new contract to identify issues or successes

IMPLEMENTATION TEAM

- **Zach Wise** – Fastenal TCPN Contract Manager
- **Kevin Fitzgerald** – Fastenal Director of Sales
- **Ryan Ash** – Fastenal Director of Government Sales - WEST
- **Aaron Leyendecker** - Fastenal Director of Government Sales –South
- **Bill Franssen** - Fastenal Director of Government Sales - EAST
- **Sally Olson** – Fastenal Marketing Campaign Manager

STRATEGIC MARKETING

Fastenal's Marketing team is committed to promoting Fastenal's products, services, solutions, and preeminent customer service to all state government departments, institutions, institutions of higher education, agencies and political subdivisions. Our team will execute a strategic marketing plan that will be rolled out in conjunction with the TCPN implementation/training program.

We will utilize our considerable internal resources to achieve success, including our in-house Marketing and Graphic Design teams, print shop, and vinyl shop.

Our go-to-market strategy is to educate our sales and support personnel, provide tools to grow our local sales representatives' business through the Agreement, and promote the contract to our customers at every available opportunity.



MARKETING CHANNELS

Print Marketing



Our in-house Marketing, Graphic Design, and Print and Vinyl Shop teams will assist our Government Sales team and local stores in developing customized literature for our current and potential customers. Our teams work under quick turn-around times and are able to produce printed literature at a substantially lower cost than outside print vendors. We also publish barcodes on all of our printed literature, which allows us to track each piece's distribution and sales impact down to the individual customer level. Our print marketing materials include flyers, linecards, brochures, catalogs, direct mail, advertisements, and more.

Online Marketing



Fastenal.com

Over the past year, Fastenal has focused tremendous effort and resources toward improving our site functionality, performance, and product availability. By aggressively driving customers to our site, we have doubled the amount of account registrants, increased our conversion rate by 20%, and increased site visits by more than 15% – all in less than six months. The growing awareness of our website, both internally and externally, has created many opportunities for us to market our products, services, and solutions through targeted approaches via referral sources, searches on our website, etc.



Email Marketing

Fastenal's email marketing program has been active for over four years and currently reaches more than 280,000 active email subscribers. One thing that makes our program unique is that customers receive personalized emails from their Fastenal sales representative, improving campaign effectiveness while helping to grow customer relationships. Our email marketing program also offers detailed reporting for our Government Sales and local sales teams, which will be crucial to measuring the success of the email marketing program.

Tradeshows/Events



Fastenal is committed to attending government tradeshows when applicable. Tradeshows we have attended and will continue to participate in are:

- NIGP
- Various Participating State shows, as opportunities arise
- Various Green/Sustainable and Supplier Diversity shows

We also host our own annual tradeshow events, which provide an excellent venue to showcase our government capabilities to thousands of employees, suppliers and customers in Indianapolis, IN and Orlando, FL.

FASTENAL®

Equal Employment Opportunity

Equal Employment Opportunity

It is the policy of the Company to provide equal opportunity/affirmative action to all employees and applicants for employment in accordance with all applicable federal, state, or local, executive orders, regulations and laws. We will not engage in any form of prohibited employment discrimination. This includes discrimination on the basis of race, color, gender, age, disability, genetic information, familial status, marital status, sexual orientation, citizenship status, religion, national origin, and all other protected classifications. This policy is applicable to all personnel actions and practices including, but not limited to, recruitment, selection, promotion, training, transfer, rates of pay, part-time work, and all other terms and conditions of employment.

Compliance with this policy is the personal responsibility of all employees, especially those who have responsibilities with regard to the employment process. Further, as an Equal Employment Opportunity/Affirmative Action Employer, we will commit the necessary time and resources to meet our responsibilities and obligations. Any employee who does not comply with this policy is subject to appropriate disciplinary action, up to and including discharge.

To ensure compliance with this policy, I have designated Melissa Skadson, Manager of Diversity and Compliance. Reyne Wisecup, Executive Vice-President Human Resources, will report directly to me on any action deemed necessary for action or compliance.

If you believe that you have received treatment contrary to this policy, immediately notify any Fastenal supervisor, manager, or the following individuals at the corporate offices at 2001 Theurer Blvd., Winona, MN 55987:

Reyne Wisecup

Executive Vice-President of Human Resources
(507) 453-8112

Melissa Skadson

Manager of Diversity and Compliance
(507) 453-8672

Signed,



Lee Hein, President

Committed to diversity

Recognizing that our customers include large corporations, government agencies and prime contractors, Fastenal is committed to promoting diversity not only within our company, but across our supply chain.

Confidentiality

As an employee of the Company, you may be granted access to various types and forms of proprietary and confidential information generated or maintained by the Company. Due to the importance and economic value associated with this information, the Company believes it is necessary to inform employees about its use and security of this information.

During your employment, you will be provided and may gain access to information about products, persons, systems, functions and activities that are confidential and sensitive to the Company or its business relationships. This "Confidential Information" may include without limitation matters such as Company market strategies, business plans, trade secrets, potential business opportunities, procedures or processes, personnel and compensation information, customer or vendor information or contacts, prospect information, financial data, cost and sales data, source codes or programming techniques, Company or third party software and hardware including processes, designs or codes contained therein, and other types of information or data that is special, unique and valuable to the Company's business operation.

Employee acknowledges that the Company has taken reasonable measures to preserve the secrecy of its Confidential Information, including the signing of the Acknowledgement. It is understood that you will not, during or after the term of your employment, disclose to third parties or use for your own benefit the Company's Confidential Information. Upon the discontinuation of employment with the Company, regardless of reason, you will immediately deliver all Confidential Information to the Company. You understand and acknowledge that any work or work-product produced for the Company during the term of your employment will remain the property or "work-for-hire" of the Company and may be considered Confidential Information of the Company. Your failure to handle Confidential Information in this manner will cause irreparable harm to the Company, and the Company may seek injunctive relief or damages, including attorney's fees and costs, from you for violating these obligations.



Anti-Harassment

It is the policy of the Company to provide a workplace free from any type of prohibited harassment, retaliation for having reported prohibited harassment, or participation in any activity protected by applicable federal, state or local law. This includes, but is not limited to, harassment on the basis of race, color, creed, gender, religion, national origin or citizenship status, disability, age, veteran status, marital status, status with regard to public assistance, genetic information, sexual orientation, or any other possible governmentally protected individuals in your country. Harassing conduct by anyone in our workplace is prohibited and should be reported immediately. Harassment refers to behavior which is personally offensive, impairs morale and interferes with the work effectiveness of employees. Examples of such conduct include, but are not limited to, the following:

1. Demanding or requiring sexual favors as a condition of employment, continued employment, favorable work assignments, promotions, or favorable working conditions.
2. Repeated and unwelcome sexual advances or physical contact of a sexual nature which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.
3. Repeated and unwelcome comments of a sexual nature (including dirty jokes, sexual innuendoes, obscenities) which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.
4. Repeated and deliberate comments about any protected classification, for example, race, color, gender, disability, veteran status, which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.
5. Repeated and unwelcome conduct such as drawing, distributing or creating materials or objects about protected classifications including, but not limited to, those described above which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.

Engaging in or permitting prohibited harassment, as well as retaliating against anyone for reporting prohibited harassment will not be tolerated. Allegations of prohibited conduct will be investigated and appropriate disciplinary action up to and including termination will occur, if necessary. There will be no adverse action taken against individuals who allege violations of this policy or who participate in the investigation of such matters.

Reporting

Any individual who believes that she or he has received treatment contrary to this policy should immediately report such action to any Fastenal supervisor, manager or to an individual listed below:

Reyne Wisecup
Executive Vice-President
Human Resources
(507) 453-8112

Melissa Skadson
Manager of Diversity and
Compliance
(507) 453-8672

General Statement

The purpose of this policy is to explain and establish standards which will help assure good management and fair treatment for all employees. The Company has established some guidelines that must be followed in order for our organization to remain profitable and to promote safety, respect, responsibility, ethical behavior, and teamwork within our facilities. All employees of the Company need to understand and comply with the following guidelines.

Acceptable Conduct

Fastenal requires a high degree of personal integrity and responsibility from its employees. Acceptable conduct involves not only sincere respect for the rights and feelings of others but also the assurance that personal conduct avoids any action that might be harmful to the employee, other employees, the Company, or cause any unfavorable reaction from current or potential customers. Disruptive, fraudulent, or destructive behavior is unacceptable and is grounds for disciplinary action up to and including termination.

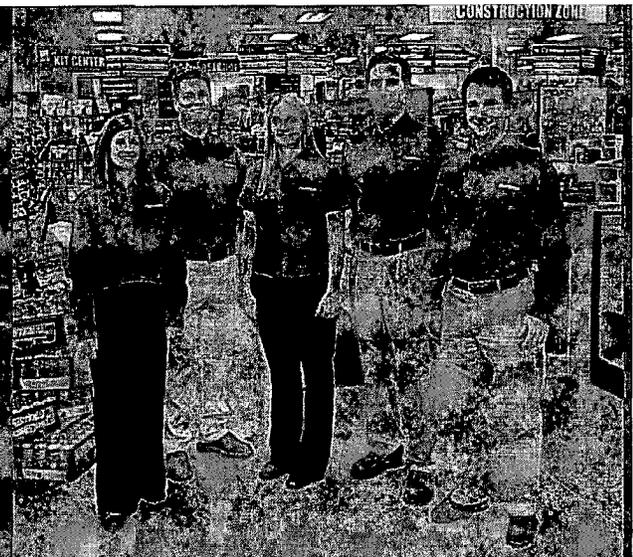
Professional Appearance

As an employee, it is your responsibility to dress in a professional manner when at work and when representing the Company away from work. Employees should be dressed appropriately and accordingly based on the responsibilities of the employee and the work performed. No shirts or hats promoting lewd or illegal behavior (drug related or vulgar messages, etc.) are allowed. Our appearance is a reflection of the service we provide our customers.

Show off your blue spirit!

Make getting ready in the morning a breeze by stocking up on your new favorite color! Fastenal has partnered with Excel Images to provide a full line of professional, durable workwear. Ask your supervisor if you're eligible for new hire discounts.

Check it out online: www.fastenalgear.com



Attendance

1. Employees are expected to report to work 100% of the time, on time, for their scheduled shift unless they have informed the appropriate personnel. If employees are unable to make their scheduled shift, they must contact their department manager or appropriate person at least one hour prior to their scheduled shift to report their tardiness or absenteeism.
2. Employees are expected to be in their department and ready for work by their scheduled time. Request for vacation/time off should be done in writing with reasonable advance notice. Attendance is crucial in our work environment, and failure to report to work without a prior request for time off will lead to termination.
3. If employees do not report to work after two hours of their scheduled start time, and do not call in to report their tardiness or absenteeism, this will be considered a no call/no show. Two no call/no shows (consecutive or non-consecutive) during their tenure will be considered a voluntary resignation and a replacement for or elimination of their position will occur.

Job Safety

1. Personal safety, health, and prevention of work related injuries are of great importance to the Company. Management will provide to employees the proper and recommended instructions to use all tools (via video, online training, literature, classes, or on the job training). Additionally, all employees will be required to complete specific safety training. Employees will be informed of proper ways to lift and lower heavy objects. Any person involved in an injury or accident must report to a member of management immediately. Failure to follow these guidelines may result in termination.
2. No employee shall operate a forklift before completing the required Fastenal forklift (online) training and the driver skills test.
3. Certain behaviors will not be tolerated on Fastenal property. These include, but are not limited to, the following:
 - No passenger riding on forklifts
 - No climbing racks
 - No forms of horseplay (e.g., wrestling)
 - Do not throw products or any other objects
 - Do not ride on belts or conveyor
 - Do not ride pallet jacks
 - Do not jump across belts or rollers. Use the walkovers.



Time Sheets

Falsification of time sheets will result in immediate termination of employment.

Breaks

All employees must take all meal and rest breaks required by law. The regulations for each jurisdiction can be found on FastNet/Human Resources/Payroll. When an employee is on a paid break, he or she will not be allowed to leave the premises or go to his/her vehicle without the supervisor's knowledge or permission. Breaks should be taken in designated areas, and Fastenal property cannot leave the building (e.g., Telxons, tapeguns, RF units, etc.)

Discipline

An employee is issued a verbal or written warning when a standard of conduct is broken or company policies are not followed. Disciplinary actions can result from, but are not limited to, the following:

1. Poor work performance
2. Insubordination
3. Unexcused absence or repeated tardiness
4. Unsafe practices (e.g., throwing things)
5. Misuse of equipment (e.g., riding pallet jacks, raising other employees on the forklift, etc.)

Certain forms of improper conduct or violations of company policies may lead to immediate termination without warning.

The most severe forms of improper conduct, which typically warrant immediate termination without warning, are classified as gross misconduct. Gross misconduct termination can result from, but is not limited to, the following:

1. Theft (e.g., misuse of Company assets, timesheet falsification, fraudulent billing, misrepresentation of sales data, etc.)
2. Inappropriate physical contact or assault
3. Use, possession, sale or purchase of illegal drugs or alcoholic beverages on Company time
4. Severe safety violations
5. Malicious verbal threats or harassment

Phone Calls

Employees can use business phones for emergencies. If there is an emergency, incoming calls will be forwarded to the employee or the employee's manager.

Nonemergency calls may be made by employees during break and/or lunch periods. During scheduled working hours, non-business related cell phone usage is permitted during breaks and/or lunch periods only.

Tobacco

Tobacco use of any kind is prohibited in all Fastenal facilities. Violations will result in disciplinary action.

Personal Belongings

Employees are responsible for the loss of personal property. Any Company premises and/or property, including materials contained inside such property, are subject to review at any time by authorized Company personnel.

Cleanliness

All Fastenal facilities are considered professional working environments and need to be maintained in the same manner. Please discard waste in the proper receptacles and recycle whenever possible. These are facilities that we all should take pride in.

Ethical and Legal Standard

The Company expects employees to be honest, moral, and perform duties in a highly ethical and legal manner. Employees are prohibited from participating in any illegal conduct while on Company premises, when using Company property, or during the performance of Company business activities. Employees shall avoid the following: conflicts of interest (divided loyalty between Company interests and personal interest of employee), receiving or participating in bribes or kickbacks, participating in anti-competitive arrangements (improper agreements with competitors, price fixing, splitting markets or similar activities intended to restrain trade), fraudulent use or entry of company records or accounts, use of Company funds to improperly influence political or government officials, the unauthorized and improper use of Company name, assets, or information for personal interests and any similar practices or activities that are contrary to the interests or related Policies of the Company.



Relationships with Vendors and Suppliers

The Company values its vendors and suppliers, and these relationships must remain professional and ethical at all times. Their graciousness is appreciated, but to maintain the integrity of our business, only the following items will be considered acceptable gifts for employees to receive from these contacts:

1. Gifts with a value of up to \$20 (e.g., t-shirt, polo shirt)
2. Gifts of business lunches and/or dinners

Any other offerings/gifts valued at more than \$20 (including outings, trips, tickets to events, etc.) will not be permitted or accepted by employees unless received in connection with an authorized promotional contest. The relationships Fastenal has with its vendors and suppliers are valuable and need to be maintained within these guidelines. Any activity contrary to this standard should be reported to the Human Resource Department.

Financial Records and Public Reports

It is the Company's policy that the information in its public communications, including any reports and documents filed with the Securities and Exchange Commission, be full, fair, accurate, timely, and understandable. All of the Company's business transactions must be completely and accurately recorded on the Company's books and records in accordance with generally accepted accounting principles and established Company financial and accounting policy. Off-balance sheet transactions, arrangements and obligations must not be executed, and unrecorded funds or assets must not be maintained, unless permitted by applicable law or regulation and disclosed in appropriate reports filed with the Securities and Exchange Commission to the extent required by applicable law or regulation. No employee may misrepresent, omit, or cause others to misrepresent or omit material facts about the Company to others, including the Company's outside auditors. The Company's Chief Executive Officer, Chief Financial Officer, Accounting Managers, Controller (if any) and other employees performing similar functions are required to maintain familiarity with the disclosure requirements applicable to the Company and to manage the Company's transactions and reporting systems in furtherance of this policy.



Reporting of Violations

Employees of the Company have several options in seeking compliance advice or reporting violations of these standards of conduct. Under normal circumstances, if an employee suspects that someone may have violated these standards of conduct or is in doubt about the best course of action in a particular circumstance, the employee should promptly contact his or her direct supervisor. In the rare case where it may not be appropriate for any employee to discuss a matter with his or her supervisor, or where an employee feels uncomfortable approaching his or her supervisor regarding a matter, the employee may instead discuss the matter with any member of the Company's management, any attorney in the Company's legal department, any member of the Company's Audit Committee, or the Chairman of the Board of the Company. The Company does not allow retaliation for reports of violations of these standards of conduct by others made in good faith by employees. Employees are expected to cooperate in internal investigations regarding violations of these standards of conduct.

Applicability

Applicability to Non-Employee Officers and Directors: In addition to employees of the Company, these standards of conduct shall, to the extent applicable, be followed by any and all officers and directors of the Company who are not employees of the Company.

Waivers

Any waiver of these standards of conduct for directors or executive officers of the Company must be approved by the Board of Directors of the Company. Any such waiver shall be disclosed if and as required by law, the listing standards of the NASDAQ Stock Market or the rules and regulations of the Securities Exchange Commission.

Other

Information on other Company policies can be found in the Policy and Procedure Guide.



FASTENAL®

GREEN STATEMENT

Fastenal's green initiatives are a logical evolution of our lean quality initiatives, which are focused on eliminating waste, creating efficiencies, and continuous improvement. Our green approach is to continuously improve our green credentials, with smart resource use and optimized distribution routes representing two key areas of focus contributing to overall company sustainability and responsibility. Our green approach is also aligned with our government contract compliance processes.

It is our mission to operate our business with minimal environmental impact and help our customers do the same by offering green products and services to help them meet their sustainability needs and goals. This mission comprises the following initiatives:

- Establish a green product offering from key suppliers for national distribution and clearly identify those products in our marketing materials, including our catalogs, brochures, promotions, and website
- Offer recycling programs for lamps, ballasts, mercury-containing devices, batteries, printer cartridges and PPE safety products ensuring safe disposal
- Partner with lighting specialists to assist in the planning, specification and implementation of retrofit projects
- Capture and report green consumption data from customer usage reports
- Receive electronic POs, invoices, and other business documents from suppliers and customers whenever possible
- Encourage our customers to sign up for Electronic Invoicing via fax, email, or the web to reduce paper usage
- Offer industrial vending solutions to help reduce wasteful product consumption and redundancy
- Provide local service and solutions with more than 2,600 store locations worldwide



Compressed Natural Gas Semi Fleet

WHAT WE ARE DOING TODAY

WASTE REDUCTION

- We reuse or recycle most of our incoming packaging materials (cardboard, polystyrene, shredded paper, air bags, etc.), we use composite pallets and totes for shipping, and our corrugated boxes used for repackaging are made from post-consumer recycled content
- Packaging reduction efforts at select distribution centers with our new automated storage and retrieval system (ASRS). Reusable totes are used in place of cardboard boxes with this new system. Further packaging reduction efforts are also underway for incoming, high volume products.
- We reuse pallets, repair when necessary, throughout distribution
- Increased use of e-mail which greatly reduces the amount of paper used, business records are digitized to minimize hard copy document storage, multifunctional devices (for faxing, printing and photocopying) reduce energy and paper usage.
- We purchase paper made from recycled content, and we recycle our office paper
- We encourage staff and visitors to recycle bottles, plastics and aluminum cans by placing recycling bins at strategic points throughout our stores, distribution centers, and offices
- We recycle our old computers as part of our IT replacement strategy
- We recycle our spent fluorescent lamps, ballasts, batteries and printer cartridges
- We have reduced the amount of our landfill waste by finding ways of recycling waste material, either in-house or in conjunction with others who are able to use the material constructively
- We have developed e-learning opportunities for employee training in conjunction with the Fastenal School of Business to reduce miles traveled
- Fastenal supports entities with a ban on single-use shopping bags by offering alternatives such as recycled paper bags and reusable bags
- Reduced paper usage with electronic accounting practices

ENERGY EFFICIENCY

- Our consumption of energy is also closely monitored and we take measures to ensure that it is not wasted
- Our distribution centers have been retrofitted with energy-efficient lighting systems
- Our headquarters have been retrofitted with LED lighting systems
- We have a HVAC Preventative Maintenance Program in which our HVAC systems are serviced semi-annually to increase the units' performance and overall efficiency which reduces energy consumption

FLEET SUSTAINABILITY

- Our consumption of fuel is closely monitored and we take measures to ensure that it is not wasted
- We utilize Global Information Systems to design truck routes that minimize miles traveled
- Introduced Compressed Natural Gas (CNG) vehicles in select locations to lower fuel costs and emissions



Fastenal
Green Product



Green Seal



Designed for the
Environment



EcoLogo



Carpet and Rug
Institute



Greenguard
Environmental Institute



Forest Stewardship
Council



Sustainable
Forestry Initiative



USDA
BioPreferred



EPA
WaterSense

For more information, contact gogreen@fastenal.com

HOW DO YOU PREFER TO BUY? LOCAL STORE / PERSONAL SERVICE / INVENTORY SOLUTIONS / FASTENAL.COM



Equal Employment Opportunity/Affirmative Action Policy Statement

It is the policy of Fastenal Company to provide equal employment opportunity / affirmative action to all employees and applicants for employment in accordance with all applicable federal, state, or local, executive orders, regulations and laws. This includes Minnesota Statutes, Chapter 363. We will not engage in any form of prohibited employment discrimination. This includes: discrimination on the basis race, color, gender, age, disability, genetic information, familial status, marital status, gender identity, sexual orientation, citizenship status, religion, national origin, and all other protected classifications. This policy is applicable to all personnel actions and practices including, but not limited to, recruitment, selection, promotion, training, transfer, rates of pay, part time work, and all other terms and conditions of employment.

Compliance with this policy is the personal responsibility of all employees, especially those who have responsibilities with regard to the employment process. Further, as an Equal Employment Opportunity / Affirmative Action Employer, we will commit the necessary time and resources to meet our responsibilities and obligations. Any employee who does not comply with this policy is subject to appropriate disciplinary action, up to and including discharge.

To assure compliance with this policy, I have designated Melissa Skadson, Manager of Diversity and Compliance. Reyne Wisecup, Executive VP – Human Resources, will report directly to me on any action deemed necessary for action or compliance. If you believe that you have received treatment contrary to this policy, immediately notify any Fastenal supervisor, manager, or to the following individuals at the corporate offices at 2001 Theurer Boulevard, Winona, MN 55987:

NAME:	TITLE:	TELEPHONE NUMBER:
Reyne Wisecup	Executive VP-Human Resources	(507) 453-8112
Melissa Skadson	Manager of Diversity and Compliance	(507) 453-8672

Lee Hein
President

Appendix I:
EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No

2. Is there a price list for all available products/services on a corresponding electronic device?
Yes No

3. Did you provide the warranty information that is offered by your company?
Yes No

4. Will customers be able to verify they received the contract price?
Yes No

Please explain how they would verify the contract price.

In order for agencies to utilize the contract, they will be required to fill out a participation form (a sample of which has been attached). The submission of this form will ensure that they receive the contracted pricing, which is administered through Fastenal's Contract Management system to ensure compliance.

When TCPN customers log in to fastenal.com with their account number, they will be able to see their contract price and discount from wholesale.

5. What payment methods do you accept?
A. _____ B. _____
Cash, check, credit card (at time of purchase only), EFT/ACH

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
Yes No

2. What is the capability of your company to respond to emergency orders?

Please explain what actions you would take.

Fastenal Company can provide 24-hour, 7 days per week emergency service with local emergency phone numbers provided. Specific lengths of time for shipping emergency orders will depend on whether the product is stocked locally or whether it will come from one of our regional distribution centers or a manufacturer. Typically items stocked locally can be supplied to the customer within one hour. Items coming from either a regional distribution center or a manufacturer can be expedited and delivered within 24 hours.

3. Please provide your company's average fill rate over the last three fiscal years.



- 1) 98.9% 2) 99.0% 3) 99.1%

Listed fill rates are utilizing Fastenal's distribution network.

4. Please provide your company's average on time delivery rate over the last fiscal year. Fastenal's on time delivery rate to TCPN customers in 2013 was 99.32%.
5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*"? Yes No
Delivery and freight terms are as follows:

Buyer and Seller shall create and manage a local delivery schedule and expected lead time.

The standard delivery time for Core Items and Catalog Items shall be within 3 to 5 business days. The delivery time for Non-Catalog Items shall be quoted lead times.

All shipments for Core Items and Catalog Items will be Incoterms 2010 DDP Buyer's facilities except as stated below. Products that are Non-Catalog Items may be subject to freight charges if the Buyer's shipping account is not provided or for Catalog Items requiring a secondary process.

All shipments are subject to the Minimum Order requirement below. Product that is not a Core Item or Catalog Item may be subject to additional freight charges.

a. Local Delivery Fee: There is a \$4.80 minimum charge (or 4% of the invoice, with a \$25.00 maximum delivery fee) on all invoices under \$1,000. Invoices over \$1,000 or an accumulation of invoices totaling over \$1,000 for a single delivery will be exempt from the fee. Fees expressed for domestic orders with deliveries within the continental United States of America only.

b. Any Products requiring special freight arrangements (air freight, express ground, LTL special, etc.), including special orders and/or Buyer emergency requests, may be assessed freight charges. Emergency requests due to errors on the part of Seller stocking methods however do not constitute a Buyer emergency for which extra freight may be charged.

6. What is your company's return and restocking policy? Are there any applicable fees? Please provide a brief description and example.
Fastenal must approve cancellation of any order prior to shipment. Orders for Special or Non-standard Products (not in the catalogue) may not be cancelled or returned. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchaser. Any cancellation or returns accepted after 30 days may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible. All returns should be made to a Fastenal branch or as

otherwise designated by Fastenal, and must be in resalable condition and accompanied with an Invoice.

7. What is your company's history of meeting shipping and delivery timelines?
Each Fastenal store serves as a local, efficient source for a vast range of industrial and MRO supplies – backed by our global distribution and sourcing strength, yet free to tailor its inventory and service to meet the needs of local customers.

Standard order lead time for store-stocked items is 24 to 48 hours, but that only tells part of the story. Below are some of the distribution performance metrics that distinguish Fastenal in the industrial supply marketplace:

- 80% of all customer transactions are for products stocked in the local store or available at a regional distribution center, representing either same-day or 24 to 48 hour service.
- If a standard product is not already in stock at your local store, we can usually get it there on our own trucks before the next business day begins. 64% of store deliveries via Fastenal trucks from our distribution centers arrive before 7 a.m. (on scheduled truck days).
- If it's not available at a regional distribution center, our goal is to have it available in one of our master stocking locations, which can provide overnight service to the majority of our customers.
- Fastenal's stores and distribution centers carry more than half a billion dollars in inventory in order to provide fast delivery for local customers.

8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No

If not, please explain.
N/A

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? Yes No

10. What is your company's current invoicing process?
Invoicing processes can be customized to meet the needs of each individual customer. We can invoice per order, weekly, or bi-weekly, via hard copy (mail), fax, email, or ecommerce.

11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? Yes No

12. Did you provide your Dun & Bradstreet number? Yes No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? Yes No



Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?
Fastenal had a humble start when it was founded in Winona, MN 1967. However, it eventually found its niche as a supplier that earns opportunities by exceeding customers' expectations for service – an approach later summed up with four words: *Growth Through Customer Service*. Guided by this motto, Fastenal grew to North America's largest fastener company and the world's most efficient distributor of OEM, MRO, and construction supplies. In 2014 Fastenal was named as #19 on Forbes list of the World's Most Innovative Companies. Our leadership has also been recognized, with CEO Will Oberton included on Harvard Business Review's 2014 list of the Best-Performing CEOs in the World and CFO Dan Florness ranked #9 on the Wall Street Journal's 2012 list of top financial executives.

2. What is the reputation of your products and/or services in the marketplace?
In 2013 Fastenal supplied products spanning nearly 1.45 million unique stock-keeping units (SKUs). Fastenal has over 4,500 corporately approved suppliers (over 13,000 suppliers total), including most of the leading industrial brands in the marketplace. Our Shared Investment Partners work closely with Fastenal's stores and customers to provide high quality products and supporting services and rapid, accurate product delivery.

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).

City of San Diego Steve Fragoso, Procurement Analyst San Diego, CA 1-619-236-6158	City of Norfolk Debra Shelton, Programs Manager Norfolk, VA 1-757-823-1009
City of Denton Rebecca Hunter, Senior Buyer Denton, TX 1-940-349-7139	Lewisville ISD Mark Grossman, Senior Purchasing Manager Lewisville, TX 1-972-350-4746
Broward County Public Schools Brad Serna, Materials/Logistics Fort Lauderdale, FL 1-754-321-4701	

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?
Yes No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? Yes No

6. What past experience does your company have working in the government sector?
Fastenal has extensive experience providing products, services, and solutions to state and



local governments. Our flexible approach and physical presence within every state enables us to be attentive to the needs of state and local governments.

In 2000 Fastenal launched a concerted effort to better serve government agencies with the establishment of the Government Sales Team. Over the past decade, Fastenal has been awarded state or national cooperative contracts covering all 50 states. Government sales has driven some of the strongest growth at Fastenal and has matured to become a national sales department with leadership from the Executive Vice President of Sales Operations and Support, Directors of Government Sales (East, South and West), the Vice President of Contract Development and Support along with several leads to support departments such as Contract Management, Supplier Diversity, Green/Sustainability, Legal, Tax, Marketing, Product Development and Operations.

Fastenal's contract management system and internal controls ensure sound administration of the pricing, terms and conditions. Clear policies, procedures and work instructions ensure that all customers are properly tied to the proper agreement. Our Government Sales department is well organized, highly motivated and supported by Fastenal's 2,600+ stores nationwide.

Finally, Fastenal recognizes that the government marketplace is unique and complex, and we fully understand that we must give specialized and specific attention to each customer to ensure success. This is why Fastenal has created a leadership position within our government sales team to marshal the TCPN contract through the implementation phase and foster the long-term growth of the contract.

- 7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? Yes No

- 8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? Yes No

- 9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No

- 10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? Yes No
Fastenal holds no such certifications.

- 11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? Yes No
Fastenal holds no such certifications.

Value Add (10 Points)

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1. Did you submit a marketing plan as per APPENDIX F, Question 17?
 Yes No
2. Did you provide a national sales training plan as per APPENDIX F, Question 21?
 Yes No

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Maintenance, Repair and Operations (MRO) Supplies & Related Services** on a national level. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The scope of this RFP shall include but not limited to the following Product Categories:

- Adhesives, Sealants & Tape
- Air Filters
- Appliances
- Building Materials
- Cabinets, Countertops & Related Materials
- Electrical Supplies & Equipment
- Fasteners, Hardware, Hand Tools
- General Maintenance Supplies
- HVAC Supplies
- Ice Machines & Refrigeration
- Irrigation Equipment & Supplies
- Janitorial Supplies
- Landscaping Supplies
- Lighting, Ballasts, and Bulbs
- Material Handling & Storage Supplies
- Motors, Pumps
- Outdoor Garden Supplies & Equipment
- Paint, Equipment & Supplies
- Plumbing Supplies
- Pneumatic Tools
- Power Tools & Accessories
- Raw Materials
- Safety & Security Related Items
- Swimming Pool Chemicals
- Tools (general purpose & machine)
- Window Treatments
- Services (installation, glass cutting, rental, etc)
- Welding & Soldering

Supplies

Respondents are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Supplies. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP. All products offered shall be new, unused and of the latest design and technology.

Please see Appendix C.

Related Services

Respondents should submit auditable pricing for any and all services offered as indicated in Appendix C of this RFP

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Ordering Capabilities

- The successful bidder shall offer an electronic on-line catalogue, and have a fully operational website that enables on-line ordering by the individual member agencies. purchasing authorization limits; ability to download order invoice history reports. Fastenal.com features nearly 400,000 products presented online for browsing and purchasing. A powerful search engine which includes attributes and standard fastener terminology has been developed for more accurate search results. Users can register to see their Custom Pricing as well as view the inventory in their closest Fastenal store. This fully transactional website allows for product search, traceability, and order submittal. Orders can be picked up at the local Fastenal store or delivered directly by one of our Fastenal Customer Service Representatives from the local store.

System Administrators can manage users by setting purchase limits and creating order approval workflows. In addition, administrators can retrieve usage and cost savings reports to more effectively manage their overall business as well as vending and FMI solutions.

- The successful bidder shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location
With over 2,300 stores in the United States – far more than any other industrial supplier – we're located within 20 miles of nearly 100% of our current and potential customer locations. Items can be delivered directly to the customer or made available for pickup, depending on the customer's needs.
- Vendors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies.
In order for agencies to utilize the contract, they will be required to fill out a participation

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form (a sample of which has been attached). The submission of this form will ensure that they receive the contracted pricing, which is administered through Fastenal's Contract Management system to ensure compliance.

- Hourly service schedules, as applicable shall be included in the proposal. Fastenal currently operates 2,354 stores in the United States. Standard store operating hours are 7:00am to 5:00pm, Monday through Friday. Emergency contact information can be provided to reach local Fastenal representatives outside of standard store hours.

Product/Price Updates

- New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC and/or TCPN. At no time is the Supplier allowed to unilaterally change products or pricing.
- Successful bidders shall be responsible for notifying TCPN of all obsolete and discontinued products in writing and in a timely manner.



References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

City of San Diego

Steve Fragoso, Procurement Analyst
San Diego, CA
1-619-236-6158
3+ Years
MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party. This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

City of Norfolk

Debra Shelton, Programs Manager
Norfolk, VA
1-757-823-1009
3+ Years
MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party. This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

City of Denton

Rebecca Hunter, Senior Buyer
Denton, TX
1-940-349-7139
3+ Years
MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party. This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Lewisville ISD

Mark Grossman, Senior Purchasing Manager

Lewisville, TX

1-972-350-4746

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

University of Wisconsin

Brad Bauman, Procurement Specialist

Madison, WI

1-608-265-1462

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Ohio State University

Sherry Huegel, Project Manager

Columbus, OH

1-614-688-4415

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Broward County Public Schools

Brad Serna, Materials/Logistics

Fort Lauderdale, FL

1-754-321-4701

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

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IBIT-A

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Fulton County Schools

Paul Collumn, Parts Manager

Atlanta, GA

1-770-740-7070

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Texas State University – San Marcos

Gary Gagnon, Head Inventory Clerk

San Marcos, TX

1-512-245-8531

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

State of Indiana

Angelina Hackett, Vendor Contract Manager

Indianapolis, IN

1-317-234-8758

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

Inventory Management

The foundation of our flexible inventory management programs is our local presence – understanding your usage patterns and production needs, stocking product locally and regionally to *anticipate* your demand, and continually providing just the right amount, when and where it's needed.

Key benefits:

- Up to daily inventory turns to support your inventory reduction goals.
- Our ability to deliver to the point of use means less inventory build-up, fewer inventory touches.
- Emergency inventory can typically be delivered within the hour.
- Bar-coded inventory, with accurate item tracking by location or GL code.
- Reduced paperwork via a touch-less reordering process (blanket P.O.s, P-Cards, etc.).
- FMI bin-stock program – free bins based on clear, up-front service agreement.

Core Inventory Management Programs

Our local presence enables us to actively manage a custom program for each of your facilities, balancing local needs and corporate goals. Although each implementation is unique, here's a look at some of our core capabilities:

Dock-to-Dock

Product is delivered by Fastenal personnel, on Fastenal trucks, according to a pre-determined schedule – a good fit for union shops, high-security environments, and other sites with limited access.

Bin-Stock/Line-Stock

Local Fastenal personnel organize and bar-code your stock areas, work with you to establish min/max reorder triggers, and continuously monitor and replenish your stocking locations to stay within your target inventory levels.

- Daily Delivery
- Dedicated Store Inventory
- Dedicated Specialists
- Detailed Usage Reports
- Inventory Management
- Labeled, Bar-Coded Inventory
- Material Handling Functions
- Receiving Functions
- Storeroom Organization

In-Plant Location

Looking to make our local service even more local? If it makes business sense, we can implement a point-of-sale location (essentially a Fastenal "store") within your facility. Features include on-site inventory, dedicated Fastenal labor, and Fastenal-managed inventory to the point of use.

- CAD Layout for Storeroom
- Consolidated Invoicing
- Continuous Improvement Plan
- Cost Savings Documentation
- Custom Software
- Dedicated Store Inventory
- Disbursement Functions
- EFT/EDI
- Fastenal Scanning System
- Inventory Management
- Labeled, Bar-Coded Inventory
- Material Handling Functions
- On-Site Inventory Specialists
- On-Site Product/Fastener Training
- Parts Kitting/Custom Packaging
- Receiving Functions
- Sole Source Supply
- Storeroom Organization
- Tool Crib Management
- Tool Repair, Re grind & Calibration
- Usage/Accountability Reports
- Vending Solutions

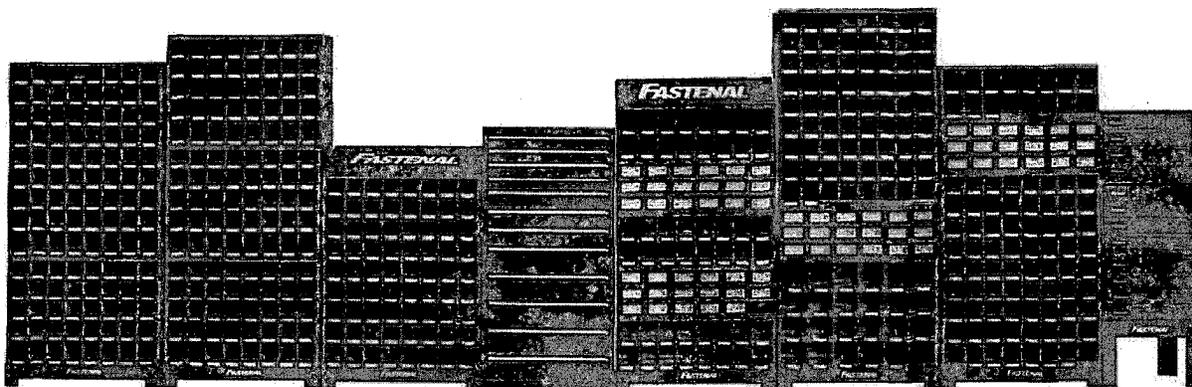
Jobsite Solutions

As a solution for remote projects (construction, outages, etc.), we can tailor a jobsite trailer, Conex, or gang box managed by local Fastenal personnel and custom-stocked with needed supplies. No matter where the job takes you, Fastenal can keep the product flowing.

Fastenal Managed Inventory (FMI)

Through our FMI bin-stock program, Fastenal provides a wide variety of professional bins, shelves and drawers at no cost as part of a clearly defined minimum spend commitment. Backed by local Fastenal store service, it's a turn-key solution to improve organization and productivity.

- Bins, drawers, shelving, etc. are provided and managed by the servicing Fastenal store.
- Labels are vinyl, washable and removable, and include a clear product description and image.
- The FMI service agreement provides a clear understanding of the program and expectations – no surprises or hidden agendas.



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EXHIBIT A

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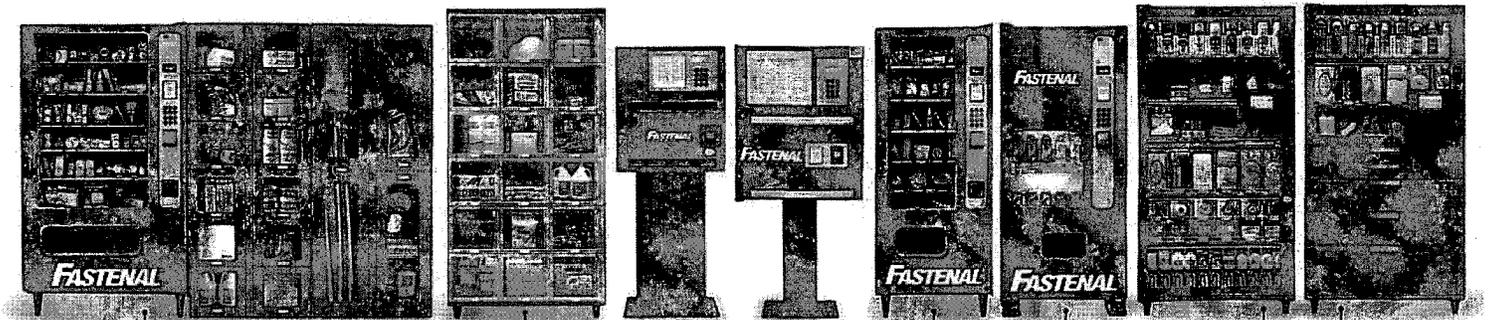
FAST Solutions™

Fastenal Automated Supply Technology

Fastenal's industrial vending solutions provide point-of-use access to supplies, while generating detailed usage reporting to drive consumption reduction. The machines are provided, installed, maintained and replenished by local Fastenal personnel. There are no long-term commitments or capital expenses, only a low annual software hosting fee and a minimum monthly spend requirement.

- **Reduce Consumption** – typically 25–35% as a result of the machines' controls and reporting.
- **Increase Productivity** – by making product immediately available, 24/7, near the workers who need it.
- **Automate Ordering** – your local Fastenal store monitors activity online and makes sure the machines are always filled (no paperwork or labor required).

Which Solution Is Right for You?



FAST 5000 with Lockers

18-Door Locker

FAST 2000CT

FAST 4000CT

FAST 3000

FAST Bev

FAST 10000SL

FAST 5000

Utilized by thousands of customers to track and control a vast range of industrial consumables.

Lockers

Can be added to a base FAST 5000/3000 or a stand-alone controller to vend larger items and manage assets. Available in 3, 12, 18, 27, 30 and 36 door options.

FAST CTSM Machines

Designed to dispense inserts and round tools (individually or in packaged amounts). Low-cost and compact, they represent an opportunity to install point-of-use solutions throughout the shop for increased productivity.

FAST 3000

Offers the same functionality as the FAST 5000 but with a more compact footprint and lower spend requirement.

FAST BevSM

Makes hydration products easily accessible and documents that employees are receiving proper hydration throughout the day.

**Subject to local & state restrictions*

FAST 10000SLSM

Utilizes sensor-driven modules (shelves, drawers, cabinets and bins) to control a large volume and variety of parts. The user simply enters his/her ID and, if authenticated, takes what's needed. The system automatically senses and reports the details of the transaction. Not pictured: drawer only units & locker units.

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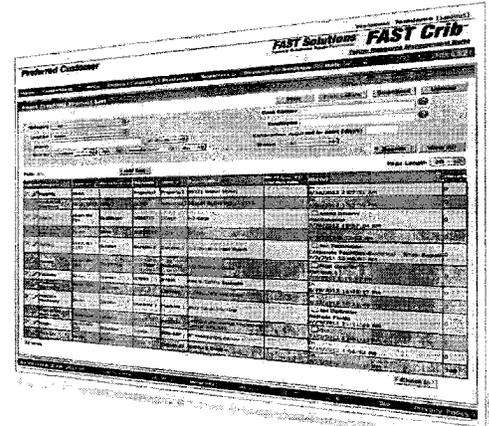
FASTENAL

FAST Crib™

Fastenal Automated Supply Technology

As an extension of our automated supply solutions, Fastenal offers web-based crib management software known as FAST Crib. This solution provides enterprise-wide visibility of your inventory and stocking locations, your asset status and locations, as well as your maintenance management planning cycle. It also serves as an advanced e-procurement platform to manage *all* of your suppliers.

The user-friendly dashboard supports multiple classes of users within your organization – tool crib attendants, maintenance team, engineering, purchasing and requisitioning, as well as supervisors at any level.



The 3 Core Modules of FAST Crib:

Inventory & Asset Management

- Easily load and maintain a database of all items (including non-Fastenal items)
- Support for min/max and kanban
- Dashboard displays on-hand, on-order, min/max by location
- Track usage to specific users and cost centers

Procurement

- Manage *all* of your suppliers
- Create RFQs with deadlines and supporting information
- Issue POs and create requisitions
- View real-time status of orders and updates
- Establish automatic order replenishment for critical items (eliminate stock outs)
- Manage spot buys
- Add supplier and OEM databases with contract pricing
- Pre-loaded with a 325,000-SKU Fastenal database

Maintenance Management

- Set preventative maintenance schedules
- Track true costs of your maintenance cycle, including labor, parts and downtime
- Time-stamp digital signatures for compliance and reporting purposes
- Create a digital library of OEM manuals, schematics and warranty tracking
- Log hours for critical items like gauges and inspection items
- View repair history by asset and work order



Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between March 2 – 25, 2015.

If awarded, our company will plan to attend vendor orientation on March 11, 2015.

Potential attendees will include:

Zach Wise, TCPN Contract Manager
Ryan Ash, Government Sales Director - West
Aaron Leyendecker, Government Sales Director - South
Bill Franssen, Government Sales Director - East
Kevin Fitzgerald, Director of Sales

Signature: _____

A handwritten signature in black ink, appearing to read "Kenneth R. France", written over a horizontal line.

Date: 12/08/2014

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #6 Ownership Disclosure Form
- DOC #7 Non-Collusion Affidavit
- DOC #8 Affirmative Action Affidavit
- DOC #9 Political Contribution Disclosure Form
- DOC #10 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

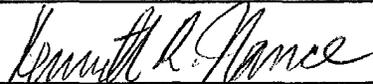
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Fastenal Company

Title of Authorized Representative: Executive Vice President - Sales

Mailing Address: P.O. Box 1244, Winona, MN 55987

Signature: 

DOC #2

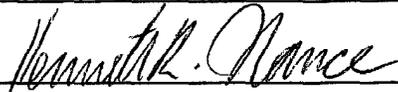
Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Fastenal Company

Title of Authorized Representative: Executive Vice President - Sales

Mailing Address: P.O. Box 1244, Winona, MN 55987

Signature: 

DOC #3

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

12/08/2014

Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

12/08/2014
Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Fastenal Company

Address 2001 Theurer Blvd.

Winona, MN 55987

Phone (507) 313-7206

Fax (507) 494-6330

Offeror _____


Signature

Zach Wise
Printed Name

TCPN Manager
Position with Company

Authorizing Official _____


Signature

Kenneth R. Nance
Printed Name

Executive Vice President - Sales
Position with Company

DOC #6

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Fastenal Company

Street: 2001 Theurer Blvd.

City, State, Zip Code: Winona, MN 55987

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____ Kenneth R. Nance _____, an authorized representative of _____ Fastenal Company _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
T. Rowe Price Associates, Inc.	100 East Pratt Street, Baltimore, MD 21202	10.41%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/08/2014
Date


Executive Vice President - Sales
Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: Fastenal Company

Street: 2001 Theurer Blvd.

City, State, Zip Code: Winona, MN 55987

State of ~~New Jersey~~ Minnesota

County of Winona

I, Kenneth R. Nance of the Winona
Name City

in the County of Winona, State of Minnesota
of full age, being duly sworn according to law on my oath depose and say that:

I am the Executive Vice President - Sales of the firm of Fastenal Company
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Solicitation Number 14-21 relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Fastenal Company
Company Name

Kenneth R. Nance Executive Vice President - Sales
Authorized Signature & Title

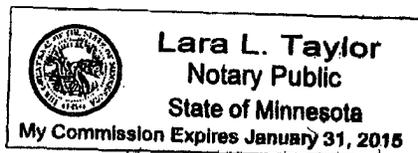
Subscribed and sworn before me

this 8 day of December, 2014

Lara L. Taylor
Notary Public of ~~New Jersey~~ Minnesota

My commission expires 1/31, 2015

SEAL



DOC #8

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Fastenal Company

Street: 2001 Theurer Blvd.

City, State, Zip Code: Winona, MN 55987

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
- OR
- 2. A photo copy of their Certificate of Employee Information Report _____ ✓
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from _____
(Agency)

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/14/14
Date

 Mgr of Diversity & Compliance
Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #9

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2015



**FASTENAL COMPANY
2001 THEURER BLVD.
WINONA**

MN 55987



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership
Proprietorship

Corporation

Sole

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: T. Rowe Price Associates, Inc.	Name:
Home Address: 100 East Pratt Street Baltimore, MD 21202	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 8 day of December, 2014

(Notary Public) *Lara L. Taylor*

My Commission expires: 1/31/2015

Kenneth R. Nance
(Affiant)

Kenneth R. Nance, Executive Vice President - Sales
(Print name & title of affiant)

(Corporate Seal)

 **Lara L. Taylor**
Notary Public
State of Minnesota
My Commission Expires January 31, 2015

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

12/08/2014

Date



Executive Vice President - Sales

Authorized Signature & Title

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Fastenal Company declares the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Tab 3 - Appendix F

- Question 9
 - Volume Incentive Rebate
 - Core Item List
- Question 15
 - Public Sector Sales
- Question 32
 - Anticipated Revenue

Tab 5 - Appendix B

- Related Services
 - FAST Solutions Agreement
 - FAST Crib Agreement
 - FMI Agreement

Tab 7 - Appendix C

- Electronic Price Lists
 - Core Item List
 - Fastenal Catalog
 - TCPN - Schedule of Discounts for Catalog Items

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

EXHIBIT B
Scope of Work

PROJECT

Contractor will provide Maintenance, Repair and Operations (MRO) Supplies and Related Services TCPN Contract #R142101 as needed and when ordered by the City.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of Payment as provided in the TCPN Contract #R142101

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$150,000 annually or \$600,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Unit pricing as provided in the terms of the TCPN Contract #R142101 for commodities when purchased on an as-needed basis.

TCPN Discount Schedule for Catalog Items

Category	Discount
01-Fasteners	50%
01.5-Hardware	30%
02-Tools & Equipment	25%
01-Cordless Power Tools	20%
02-Corded Power Tools	20%
03-Safety	25%
05-Hand Protection	32%
04-Raw Materials	20%
05-Abrasives	25%
06-Welding	25%
07-Cutting Tools & Metalworking	25%
07.3-Plumbing	30%
07.5-HVAC	25%
01.5-Filters	35%
08-Hydraulics & Pneumatics	25%
08.3-Power Transmission & Motors	25%
08.5-Fleet & Automotive	25%
09-Electrical	25%
09.5-Lighting	30%
10-Janitorial	30%
03-Wiping Products	40%
05-Trash Cans and Liners	35%
11-Restroom Care	40%
11-Chemicals & Paints	25%
12-Material Handling, Storage, & Packaging	25%
12.5-Lifting and Rigging	30%