12

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT # 091422-FAS – STATE OF MINNESOTA - FASTENAL

BID #: PSC-0398-24 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF EXECUTED CONTRACT THROUGH NOVEMBER 8, 2025 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract # 091422-FAS State of Minnesota with Fastenal for the purchase of Facility MRO, Industrial and Building-Related Supplies and Equipment. Total estimated expenditure amount not-to-exceed $1,000,000.00. Period of service will be from date of executed contract through November 8, 2026, with two (2) one (1) year renewal options.

FUNDING SOURCE: Funding shall be encumbered from various accounts and executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

ATTACHMENTS: Agency Memo, Risk Management Approval, Risk Review, Supplier Letter, Price List, Piggyback RFP & Contract

ANALYST: _____ Corey Sidlo

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: DUSTIN FREEMAN, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

A NEW DAY.

To: Dustin Freeman, Division Chief, Procurement Division

From: Corey Sidlo, Purchasing Analyst CS

Date: January 26, 2024

Subject: Recommendation to award PSC-0398-24 Piggyback Sourcewell Contract #091422-FAS – State of Minnesota - Fastenal

The Procurement Division requests approval to piggyback Sourcewell Contract # 091422-FAS State of Minnesota with Fastenal for the purchase of Facility MRO, Industrial and Building-Related Supplies and Equipment. Total estimated expenditure amount not-to-exceed $1,000,000.00. Period of service will be from date of executed contract through November 8, 2026, with two (2) one (1) year renewal options.

Funding shall be encumbered from various accounts and executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s). Thank you for your assistance and consideration in this matter.

Sidlo, Corey

From: Collier, Kevin on behalf of RiskReview
Sent: Monday, April 22, 2024 3:03 PM
To: Sidlo, Corey
Subject: RE: Risk Review Request for Piggyback...

Corey,

The following are my issues and observations:

- The City does not Indemnify or Hold Harmless any entities. We are self-insured. The city requires entities doing business with us to indemnify us, the city.
- Workers Compensation limit required is $1,000,000
- The City requires to be listed as an additional insured on the Sourcewell is policy and that Sourcewell is primary and non-contributory.
- Waiver of Subrogation in the City's favor.

Besides the above the limit and coverages look fine.

Please forward and COI for review.

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Sidlo, Corey <CSidlo@coj.net>
Sent: Monday, April 22, 2024 1:44 PM
To: RiskReview <RiskReview@coj.net>
Subject: Risk Review Request for Piggyback...

Good afternoon Risk Management,

Procurement is pursuing a piggyback contract with Fastenal, piggybacking the attached contract.

Sidlo, Corey

From: Zack Lonsway <jolonswa@fastenal.com>
Sent: Tuesday, February 27, 2024 2:56 PM
To: Sidlo, Corey
Subject: Fastenal - MRO Equipment, Supplies, and Related Services #091422-FAS
Attachments: 2024 Customer Expo Invite.pdf

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good Afternoon Corey,

First, in follow up to our conversation Fastenal understands your current MRO/Industrial Supply contract is coming to an end in the near future and would love an opportunity to earn a partnership. Utilizing Fastenal's **Sourcewell Contract** provides customers access to a wide range of products, punchout integration, and inventory management solutions at competitive prices. Contract highlights can be found in the link above and below.

Next, our customer expo promises to be an enlightening event, offering valuable insights into the latest industry trends, innovative products, and networking opportunities with fellow professionals. Details can be found attached. As a valued customer of Fastenal, we believe that yours and other COJ leadership participation will greatly enhance the success of this event.

In summary, utilizing Fastenal's Sourcewell contract promises convenience, cost savings, and reliable support for procurement needs.

Please reach out with any questions and we look forward to potential next steps.

Contract Highlights:

Sourcewell RFP091422
Fastenal
Discount Schedule for Catalog Items

Category	Discount
Abrasives	**25%**
Adhesives, Sealants, and Tape	**25%**
Cutting Tools and Metalworking	**25%**
Electrical	**30%**
Electronics and Batteries	**28%**
Fasteners	**57%**
Fleet and Automotive	**25%**
HVAC and Refrigeration	**30%**
Filters	**35%**
Hardware and Building Supplies	**30%**
Hydraulics	**25%**
Janitorial and Cleaning	**30%**
Trash Cans and Liners	**35%**
Wipers, Towels, and Rags	**40%**
Lighting	**30%**
Lubricants, Coolants, and Fluids	**25%**
Machinery	**25%**
Material Handling, Lifting and Rigging	**25%**
Motors	**28%**
Office and Breakroom Supplies	**25%**
Outdoor Products and Equipment	**25%**
Packaging and Shipping Products	**25%**
Paint and Painting Supplies	**25%**
Plumbing	**30%**
Pneumatics	**25%**
Power Transmission	**28%**
Pumps	**25%**
Raw Materials	**25%**
Safety	**30%**
Hand and Arm Protection	**35%**
Sealing	**25%**
Security	**30%**
Test and Measurement	**25%**
Tools and Equipment	**25%**
Corded Power Tools	**23%**
Cordless Power Tools	**23%**
Welding	**25%**

RFP #091422
REQUEST FOR PROPOSALS
for
Facility MRO, Industrial, and Building-Related Supplies and Equipment

Proposal Due Date: September 14, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 26, 2022
Pre-proposal Conference:	August 17, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	September 6, 2022, 4:30 p.m., Central Time
Proposal Due Date:	**September 14, 2022**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 14, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Facility MRO, Industrial, and Building-Related Supplies and Equipment, construed to consist of supplies, equipment, tools, and accessories (including related services), designed or used for facility or building-related maintenance, repair, or operations, of the following types:

a. Facility MRO;
b. Industrial supplies or building materials;
c. Electric, mechanical, fluid, or pneumatic power transmission;
d. Electrical service or lighting;
e. Plumbing or waterworks; and,
f. Services related to the offering of the solutions in subsections 1. a. – e. above.

2. The focus of this solicitation is on Facility MRO, Industrial, and Building-Related Supplies and Equipment. This solicitation should NOT be construed to include construction, repair, or maintenance services-only solutions. A proposal for "services-only" is excluded from the scope of this solicitation.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Electrical Energy Power Generation with Related Parts, Supplies, And Services (RFP #120617);
b. Trailers with Related Equipment, Accessories, and Services (RFP #121918);
c. Sports Lighting with Related Supplies and Services (RFP #071619);
d. Flooring Materials, with Related Supplies and Services (RFP #080819);
e. Paint with Related Supplies, Equipment, and Services (RFP #121219);
f. Office Supply Catalog Solutions (RFP #012320);
g. Vehicle Lifts, with Garage and Fleet Maintenance Equipment (RFP #013020);
h. Forklifts and Lift Trucks with Related Services (RFP #091520);
i. Janitorial Supplies and Equipment with Related Services (RFP #101320);
j. OEM Automotive Parts and Supplies (RFP #101520);
k. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP #110520);
l. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421);
m. Aftermarket Vehicle Parts and Supplies (RFP #032521);
n. HVAC Systems and Related Services (RFP #070121); and,
o. Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions (RFP #080922).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an option to offer up to two one-year extensions based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $400 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

7/28/2022

Addendum No. 1
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will you accept a link to our website for products and pricing in lieu of submitting a catalog?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its offering of equipment, products, and services, and the pricing proposal aligned with its business methods, and satisfying all requirements of the RFP. Proposals will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 7/28/2022, is required at the time of proposal submittal.

7/29/2022

Addendum No. 2
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a list of items to quote with quantities and equivalents that are accepted?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

Question 2:

How long is the awarded contract?

Answer 2:

Refer to RFP Section II. D. – Anticipated Contract Term for information on the term of the contract.

Question 3:

Do you expect firm pricing? If yes, for how long?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of

RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Refer also to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests, for additional detail on the process by which an awarded supplier may request a pricing modification during the contract term.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 7/29/2022, is required at the time of proposal submittal.

8/01/2022

Addendum No. 3
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a current contract for Facility MRO, Industrial, and Building-Related Supplies and Equipment? If so, how can I review?

Answer 1:

Currently active contracts offering similar solutions were awarded under Sourcewell RFP #121218. Sourcewell maintains a list of current contract awards on the "Suppliers & Contracts" page of the Sourcewell website [https://www.sourcewell-mn.gov/contract-search]. By using the search function, with the 6-digit RFP number, a list of awarded contract suppliers and documentation can be displayed.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 8/01/2022, is required at the time of proposal submittal.

8/17/2022

Addendum No. 4
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How many contracts will be awarded?

Answer 1:

Refer to RFP Section VI. A. – Evaluation. It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. The factors used by Sourcewell in the award determination are set forth in the RFP.

Question 2:

The RFP says this solicitation does not include equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell, then lists several existing contracts. Are those all of the categories that are excluded or just a representative sample of excluded categories?

Answer 2:

RFP Section II. B. 3 is a comprehensive list of currently maintained contract categories that are not included in RFP #091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 8/17/2022, is required at the time of proposal submittal.

8/24/2022

Addendum No. 5
Solicitation Number: RFP 091422
Solicitation Name: Facility MRO, Industrial, and Building-Related Supplies and Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section II Solicitation Details B.3., provides a list of equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that are not included in the solicitation. MRO is a very broad category, encompassing numerous and varied product lines. Will Sourcewell consider amending this RFP to allow for a full catalog contract offering, for evaluation and award purposes?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. Those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 091422 posted to the Sourcewell Procurement Portal on 8/24/2022, is required at the time of proposal submittal.

Sourcewell

Solicitation Number: RFP #091422

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fastenal Company, 2001 Theurer Blvd., Winona, MN 55987 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for two percent (2%) multiplied by the total paid standard sales less taxes, freight, and product returns, and one-half percent (0.5%)

multiplied by the total paid onsite sales less taxes, freight, and product returns, of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/28/2022 | 2:49 PM CST

Fastenal Company

DocuSigned by:
0F1AEEFC0A26427...

By: _____
Terry Owen
Title: Sr. Executive Vice President
Date: 11/30/2022 | 8:49 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 11/30/2022 | 9:52 AM CST

RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

Vendor Details

Company Name:	Fastenal Company
Does your company conduct business under any other name? If yes, please state:	MN
Address:	2001 Theurer Blvd Winona, MN 55987
Contact:	Zach Wise
Email:	zwise@fastenal.com
Phone:	507-313-7206
HST#:	41-0948415

Submission Details

Created On:	Tuesday July 26, 2022 09:17:50
Submitted On:	Tuesday September 13, 2022 18:18:03
Submitted By:	Zach Wise
Email:	zwise@fastenal.com
Transaction #:	8840e17a-12a4-44bb-84f6-8a8f850a55af
Submitter's IP Address:	205.243.112.222

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fastenal Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Fastenal Canada, Ltd.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0Y3H3
5	Proposer Physical Address:	2001 Theurer Blvd. Winona, MN 55987
6	Proposer website address (or addresses):	www.fastenal.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Terry Owen Sr. Executive Vice President 2001 Theurer Blvd. Winona, MN 55987 narfp@fastenal.com (507) 453-8723
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zach Wise Government Sales Manager 2001 Theurer Blvd. Winona, MN 55987 zwise@fastenal.com (507) 313-7206
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Erik McKenna Director of Sales 10729 47th Ave W Mukilteo, WA 98275 emckenna@fastenal.com (360) 220-5683

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Fastenal story began in 1967 when Bob Kierlin pooled together $30,000 with four friends and opened the first Fastenal store, a 1,000 sq. ft. shop in his hometown of Winona, MN. (The original business plan was to dispense nuts and bolts via custom vending machines, but the technology proved impracticable at the time. Several decades would pass before Fastenal finally popularized industrial vending.) After surviving the typical struggles of a startup business, Fastenal gradually found its niche – by going the extra mile for customers and providing the kind of service that kept them coming back. Kierlin later drilled this approach down to four simple words: Growth Through Customer Service. This motto has guided us forward as we've grown from a small regional supplier into one of the world's most dynamic growth companies – from one store to more than 2,100 and counting. For Fastenal it is about more than just providing product to our customers - we believe fulfillment is a small part of a much larger opportunity to help our customers reduce assets, operate more productively, and unlock time, cash, and energy to grow their business faster. As our company has grown, we've aggressively invested in things that make a difference for our customers, continuously improving a multifaceted service network that today includes: • DATA ANALYTICS: Use our analytics program to visualize current activities and trends (at the local and contract levels) as well as future opportunities. Follow the data to continuous improvement. • CATEGORY MANAGEMENT: Product and application experts to help you fully leverage spend while driving your business goals – a focus on total value, not just lowest price. • DISTRIBUTION: From the source, to the last mile, to the point of use – our end-to-end control of product transport is a key element in a reliable and transparent supply chain. • e-BUSINESS SOLUTIONS: Bringing simplicity to purchasing, speed to fulfillment, and visibility to spend, usage, and inventory. • SUBJECT MATTER EXPERTS: Regionally-based experts in areas like safety, metalworking, and Lean supply – dedicated resources who become a vital part of your local operations. • AUTOMATED SUPPLY: A suite of devices to monitor, track, and control wide-ranging products. With Fastenal, the machine is just part of a total inventory management solution. • ONSITE PROGRAMS: Fully-customized onsite servicing locations for larger sites. Usher in expertise and innovation while offloading inventory and non-core activities. • SERVICES: We don't just sell products. We make, modify, and maintain them to meet your unique needs – from tool and hoist repairs to custom slings and hose assemblies. • SOCIAL RESPONSIBILITY SUPPORT: A portfolio of suppliers, products, programs, and solutions to support your environmental and supplier diversity initiatives.
11	What are your company's expectations in the event of an award?	Fastenal expects to continue our partnership with Sourcewell. This includes continued efforts to train our sellers on the benefits of cooperative purchasing and market our award to Sourcewell members and prospective Sourcewell members. Fastenal expects to continue to grow this contract aggressively to existing Sourcewell members and to bring new members to Sourcewell. Fastenal expects support from Sourcewell to answer questions about the contracting process and market the benefits of utilizing the Fastenal Sourcewell contract.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A member of the S&P 500 index, Fastenal [NASDAQ: FAST] generated revenues of $6.0 billion and net earnings of $925 million in 2021. With minimal long-term debt, robust cash flow and market capitalization, and decades of consistent growth, we're able to drive aggressive improvement and scale our service to meet virtually any need. Please see the attached Financial Strength and Stability_2021 Annual Report for additional information.
13	What is your US market share for the solutions that you are proposing?	To our advantage, the industrial distribution market is very fragmented. Fastenal is currently #4 on the Industrial Distribution Big 50 list, and we have approximately 3% of the market share. This means that there is unlimited market potential and growth opportunity in both the US and Canada.
14	What is your Canadian market share for the solutions that you are proposing?	To our advantage, the industrial distribution market is very fragmented. Fastenal is currently #4 on the Industrial Distribution Big 50 list, and we have approximately 3% of the market share. This means that there is unlimited market potential and growth opportunity in both the US and Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Fastenal Company is an authorized distributor for all products which are offered for sale. Fastenal currently has more than 5,800 corporately approved vendors and more than 26,000 total vendors company-wide. Fastenal's distribution network is company-owned. Fastenal will employ our decades of experience in maximizing supply chain efficiency to anticipate each Participating Entity's delivery and stocking needs. Product will be delivered by Fastenal trucks first thing in the morning, and put away on the floor by Fastenal employees well before 3rd party logistics carriers are able to arrive. With more than 3,500 in-market locations, Fastenal support is never far away. Each Participating Entity's standard items will be housed in nearby Fastenal branches (or onsite in Fastenal's customer-dedicated 'branch' within the walls of the Participating Entity's site) and managed by Fastenal employees to minimize delays and decrease total touches. Inventory is delivered directly to the Participating Entity via Fastenal's fleet of more than 8,000 vehicles, stocked via the Fastenal Managed Inventory (FMI) solution that best meets the Member's needs, and distributed to points of use as needed.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Fastenal prides itself on conducting business in a highly ethical manner and we attempt to provide our customers with important information about our organization and the products and services we offer. We strive to bring educational opportunities to our customers in a cost effective manner and make it convenient for our customers to participate in our sponsored seminars, open houses and exposition events we conduct throughout the year. We believe it is important for our customers to be aware of the cost saving products and services Fastenal offers and provide these customers an opportunity to interact with our employees and suppliers to better understand these value added products and services and to take advantage of the cost savings programs for their organizations. Unfortunately, Fastenal received a Notice of Suspension from the Commonwealth of Virginia ('Commonwealth') in connection with the contract we maintain with the Commonwealth. The Notice of Suspension was related to and arises out Fastenal's practice of providing travel and lodging accommodations to all customers who attended a customer training and educational exposition sponsored by Fastenal. The Commonwealth informed us that two (2) agents of the Commonwealth that attended the Customer Expo did not have sufficient authorization to attend and the Commonwealth concluded that Fastenal's practice of providing travel and lodging to these agents was inconsistent with certain standards set forth in the Commonwealth's Vendor Manual. As a result, the Commonwealth issued a suspension of Fastenal's contract to offer goods and services to Commonwealth agencies. While Fastenal disagreed with the imposition of a suspension and we believe the Commonwealth's actions were unwarranted in our situation, the Commonwealth has taken this relatively harsh position on this matter. The suspension took effect on November 1, 2016 and remained in effect until October 31, 2017. Fastenal has since been issued a new MRO agreement with the Commonwealth.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 – One of America's Safest Companies, EHS Today 2021 - #4, Industrial Distribution Big 50, Industrial Distribution Magazine 2020 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine 2020 - #7, Top 40 Industrial & Construction Distributors #4, Top MRO Industrial Distributors #4, Top Fluid Power Distributors Top Fastener Distributors Top Safety Distributor, Modern Distribution Magazine 2020 - #26, Top 50 Companies for Environmental, Social, Governance Values, Investor's Business Daily 2019 – One of the 10 Most Innovative Companies, Insight Success 2019 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine 2018 – #5, Industrial Distribution Big 50, Industrial Distribution Magazine 2018 – Minnesota Governor's Safety Award for Performance in multiple facilities 2017 - #472, America's Top Public Companies, Forbes 2017 - #7, Industrial Distribution Big 50, Industrial Distribution Magazine 2017 - #157, Global 2000: World's Best Employers, Forbes	*
20	What percentage of your sales are to the governmental sector in the past three years	Education and government are tracked together in Fastenal's industry sales statistics. 2021: 4.6% 2020: 8.1% 2019: 3.7%	*
21	What percentage of your sales are to the education sector in the past three years	Education and government are tracked together in Fastenal's industry sales statistics. 2021: 4.6% 2020: 8.1% 2019: 3.7%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As an incumbent Sourcewell, OMNIA – Region 4, OMNIA - UCOP and NASPO ValuePoint contractor, Fastenal has demonstrated success in the administration, marketing, and compliance with the terms and conditions of national cooperative contracts. Fastenal also holds 47 state-wide MRO contracts and has more than 20 years of experience implementing many state-wide MRO contracts with cooperative use features. These statewide contracts span the spectrum of city, county, higher education and state government agencies and utilize participating addendums. Fastenal does not provide sales volumes as this information is confidential and proprietary.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fastenal does not hold any GSA contracts. Fastenal currently holds two standing offers with the Government of Canada, one for safety supplies and one for hand tools.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York City DCAS	Harry Tian, Purchase Director-Goods	(212) 386-0463	*
Palm Beach County Schools	Stacey Marshall, Director Suzanne Guthart, Facilities Management Coordinator Sabra Avery, Financial Applications Manager	SM: (561) 688-7591 SG: (561) 688-7591 SA: (561) 687-7091	*
University of Wisconsin-Madison	Brad Bauman, Procurement Manager	(608) 262-1327	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.
Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Government	Florida - FL	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.	Fastenal does not disclose customer-specific information as it is confidential and proprietary.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	Fastenal's sales force is entirely Fastenal-employed, there are no third parties involved. We currently employ more than 20,000 employees worldwide, including 12,400 local sales personnel. Sourcewell participating entities will be serviced by a local Fastenal branch team that is dedicated to their satisfaction. After an account has been opened by a participating entity,a local account representative will be assigned. With our vast sales presence across the United States and Canada, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Fastenal customers rely on their direct relationship with local personnel who can solve problems, provide on-site/on-call service, and support their needs. This is what sets Fastenal apart in the eyes of our customers – knowing that their dedicated representative will be stopping by to assist with: • product requisition • billing/lead time questions • answering sourcing questions • providing local insight into supply chain solutions • demonstrations, promotions, training, product applications, new item introductions • warranty issues • recycling programs No matter where a member is located – from a remote rural area to a major metropolis – they benefit from a local relationship backed by corporate support and a national distribution network. Additionally, Sourcewell will have the support of Fastenal's Government Sales department. Sourcewell will be supported by Fastenal's 47 Government Sales Specialists whose focus is strictly State agencies, higher education, and political subdivisions. These specialists work directly with agencies and Fastenal branches to: • support contract best practice, compliance, and training (including customer and employee training) • develop custom market baskets and additional discounts within agencies • support FMI Technology implementation • respond to disasters • resolve issues • perform quarterly business reviews (QBR) and ensure overall customer satisfaction

27	Dealer network or other distribution methods.	At Fastenal, we understand that delivery speed is a function of distance – and that the shortest supply chain wins. So while others have embraced a centralized direct-ship model (with a 'built-in' one-day lead time), we've never stopped working to decentralize, providing faster, better service as we move ever closer to our customers. Fastenal's branch-based service model enables us to: • Stock product locally for immediate availability • Tailor local branch inventory to match our Sourcewell participating entities' needs • Manage customers' inventory to lower their total cost of ownership • Provide industry leading in-person, flexible, value added customer service Our multiple distribution points not only provide service to Sourcewell participating entities, they also contribute to each of the local communities by paying local taxes, hiring local employees, experiencing the local business environment, and understanding the culture and MRO requirements unique to that area. In addition to our standard branch locations, Fastenal also operates 16 Government branches who are dedicated solely to servicing the Government and higher education entities in their area. Fastenal holds more than $1 billion worth of inventory, immediately available to Sourcewell participating entities through our local branches. Each Fastenal branch serves as a local distribution point for a vast range of Facility 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. Branches are serviced by the nearest of 18 Fastenal distribution centers throughout North America, through our company owned fleet of more than 8,600 vehicles. Below are some of the distribution performance metrics that distinguish Fastenal in the marketplace: • 80% of all customer transactions are for products stocked in the local branch or available at a regional distribution center, representing either same-day or 24 to 48 hour fulfillment. • If a standard product is not already in stock at your local branch, we can usually get it there on our own trucks before the next business day begins. 80% of branch deliveries via Fastenal trucks from our distribution centers arrive before 8 a.m. on scheduled truck days. • Fastenal's branches and distribution centers carry more than a billion dollars in inventory in order to provide fast delivery for local customers.	*
28	Service force.	Service will be provided by the same personnel providing sales support on the local level. The assigned account representatives will service any FMI Technology that may be implemented, as well as work with Sourcewell participating entities to engage any additional support that may be required.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders placed by Sourcewell participating entities will be handled by Fastenal throughout the process. One of our key differentiators in the industrial supply distribution marketplace is the number of options we offer for order placement. Some of the various ways Sourcewell participating entities can order from Fastenal include: • Local Fastenal Branch: Sourcewell participating entities can order items through their local branch (via phone, fax, or email). Branch will provide delivery or make the product available during will-call hours. Additionally, the branch will be available for emergency service outside of standard business hours. • Customer Site Visits: The goal of the site visits performed by Fastenal's local representatives is to provide superior customer and drive cost savings to each of Fastenal's customers by providing a local person to help in the ordering process. • Customer Service Center: Fastenal's Customer Service Center includes dedicated Sourcewell customer service representatives. Fastenal has a toll-free phone number (877-507-7555) as well as a toll-free fax number (866-664-1246) and email address: govsales@fastenal.com. • Product Sourcing: Sourcing of non-core items is service that Fastenal offers to customers to procure items that are not available within Fastenal's distribution system. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced items as part of a Fastenal vendor managed inventory solution. Fastenal's sourced items may be a direct line extension with an existing vendor or the item may be procured same day from local vendors. Pricing for sourced items is based on current market conditions and negotiated locally on a per-order basis. • Fastenal.com: Sourcewell participating entities who prefer to place their orders online have the option to place orders through Fastenal's state-of-the-art website. Members will be able to log in with their branch account number to view the Sourcewell online catalog. Fastenal primarily fulfills online orders at the local branch, maintaining the continuity of the local relationship as well as the order history for local inventory stocking models and reporting. • FMI Technology - Inventory Management: Local Fastenal branches can stock customized dedicated inventory for Sourcewell participating entities and keep just the right amount flowing to their stocking locations, minimizing waste, downtime, and total costs. Through these programs, local Fastenal personnel take on the "heavy lifting" of inventory monitoring, ordering, and replenishment. FAST Solutions are tailored to meet the needs of each individual site. • FASTBin: Customers utilize this solution to organize and add efficiency to the ordering process managed by the participating entity or Fastenal. We organize & label new or existing bins and collaborate to establish initial min/max levels and service schedule. Suggested replenishment orders are submitted, reviewed and approved via Fastenal.com. • FASTVend: Sourcewell participating entities position these devices at the point of use allowing more efficient access to inventory all while maintaining security and ensuring allocation rules are followed. When stock runs low, the machine sends an automated notification to the servicing branch and the Fastenal representative initiates the restock process. • Onsite: Participating entities receive the benefit of a team who essentially serve as part of the local staff, providing energy and expertise to free up labor resources and operate more efficiently. • E-Commerce Integration: Whether we connect through a B2B connection, a portal, or our FastConnect punch-out platform your business results are the same: paperless transactions, lower administration costs, and clear usage and spending visibility.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The backbone of our service is a captive logistics network that positions regional distribution centers at the nexus of carefully planned routes to our customers. The system is animated by customer demand, pulling product into the region, the local market, and ultimately the point of use based on usage patterns and production forecasts. Reliable: Planned product needs are stocked in our regional DC and delivered via Fastenal truck to your facility (or offsite Fastenal location) on a regular service schedule to maintain your target inventory levels – a consistent, proactive flow that minimizes stock-outs and costly rush orders. Responsive: Through our 'Fastenal Express' program, a wide range of unplanned needs can be fulfilled the same day (via the local Fastenal public branch) or early the next morning (via our regional DC). Efficient: The combination of highly automated fulfillment centers and carefully planned transportation routes enables us to drive down our distribution costs and economize freight for our strategic customers. Simply put, nobody moves heavy industrial materials more efficiently. Each Fastenal branch will work with the Sourcewell participating entities they serve to establish min/max levels for commonly used and critical items. These items will be held in-stock at the Fastenal store and servicing distribution center to ensure it is available and where it's needed. The local branch will also work to establish vendor managed inventory programs that meet the specific needs of each facility, whether it be a simple bin stock program or a full-service onsite solution. Fastenal's lead time for in-stock items does not exceed 24 to 48 hours and for non-stock items does not exceed 10 days from the date of order (delivery times in AK, HI, PR, GU and Canada may differ).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fastenal Company is willing and able to provide products and services to Sourcewell participating entities in all 50 U.S. states, Puerto Rico, and Guam. We currently operate more than 1,400 branch locations and 1,000+ customer onsite facilities in the US and are well equipped to continue our support of this contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fastenal Company is willing and able to provide products and services to Sourcewell participating entities in Canada. In 1994 we opened our first branch in Canada, a number which has since expanded to 170+ branch locations in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edward Island, Quebec, and Saskatchewan. The purest expression of our local service philosophy is our Onsite service model, bringing not only our solutions but also Fastenal personnel and Fastenal-owned inventory – essentially a dedicated store – within the walls of your facilities. This service model allows us to provide localized, dedicated service to qualified Sourcewell participating entities which may not be located in close proximity to one of our Fastenal branches.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fastenal Company can service all geographic areas of the United States, as well as Puerto Rico and Guam. While we do not maintain branch locations in the Northwest Territories or Yukon Territory in Canada, we are able to provide product via a drop-ship model.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for Alaska, Hawaii, Puerto Rico, or Guam may be subject to shipping charges.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Fastenal's marketing team is committed to promoting Fastenal's products, services, solutions, and preeminent customer service to all Sourcewell Members. Our team will execute a strategic marketing plan that will be rolled out in conjunction with the Sourcewell implementation/ training program. This plan will focus on promoting both organizations and will ensure that our sales force and current and potential government customers understand the power of Fastenal and Sourcewell working together. We will utilize our considerable internal resources to achieve success, including our in-house Marketing and Graphic Design teams, print shop, and vinyl shop. This includes print marketing (linecards, brochures, etc.), online marketing utilizing our website and email marketing programs, and attendance at tradeshows/events. Fastenal is dedicated to ensuring eligible Members will be aware of the value the Agreement can bring to their operations. Our go-to-market strategy is to educate our sales and support personnel, provide tools to grow our local sales representatives' business through the Sourcewell Agreement, and promote the Sourcewell Agreement to our customers at every available opportunity. Fastenal has shown steady performance and growth in market share with our national cooperatives. Historically our training and implementation plans have been effective in deploying our vast network of local branches to end users. With our 3,500+ in-market locations and 12,000+ sales personnel, Fastenal's level of support and accountability is unparalleled among industrial supply distributors. Sourcewell Members will have the support of a variety of sales teams within Fastenal, including local branch personnel and Government Sales Specialists, dedicated to demonstrating the advantages of the Sourcewell Agreement to eligible Members. Fastenal's government sales team will meet with eligible Members to explain the aggressive discounts, market basket, services, and incentives available through the Sourcewell Agreement. Please see the attached "Marketing Plan_Sourcewell All-Inclusive Linecard" which is currently available and provided to Sourcewell Members. Fastenal will continue to make this linecard available to our branches and Sourcewell Members (with any revisions that may be needed per the new agreement).	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fastenal Company leverages a variety of digital platforms to enhance our marketing effectiveness with additional tools being integrated into our marketing technology stack regularly. Fastenal is able to tap into an immense pool of behavioral and transactional data to effectively grow our marketing capabilities and efficiency. Data is collected, in part, from our proprietary ecommerce platform, third-party resources such as Google Ads and Google Analytics, marketing automation services, and from social media channels such as LinkedIn and Facebook. Furthermore, we employ staff to help drive this commitment to fully utilizing marketing data, including a Digital Marketing Manager, a Sales & Marketing Research Analyst, and a Marketing Operations position.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting this RFP will be to market to their members that Fastenal has been awarded the MRO contract. Fastenal will work with Sourcewell to develop marketing materials such as linecards, e-mail campaigns, and a landing page on Fastenal.com to promote the features and benefits of the Sourcewell contract. Fastenal will train our government sellers on this contract and target Sourcewell members to adopt this contract as their main MRO contract. Fastenal will work with Sourcewell to promote this contract to new members.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	https://www.fastenal.com Fastenal hosts a state-of-the-art transactional website to process online orders. All orders are processed through your local branch and sales representative providing quick confirmation and seamless fulfillment on Sourcewell items. Authorized Purchasers can order catalog items online through multiple time-saving functions. Superior online ordering capabilities include: • Advanced Permissions Settings: Spending limits can be set and managed for an unlimited number of users, approvers, or account administrators. Control spending by limiting users to set a budget over a flexible period of time and/or by limiting the size of individual orders. Any user can be set up to be an order requestor, an order approver, or an account administrator. • Product Search: Products can be searched by using product categories, descriptions, key words, manufactures, manufacturer part numbers, industry part numbers, competitor part numbers, customer-specific part numbers, green products, and more. All results can be narrowed down by using attribute refinements. • Custom Order Templates: Order templates are easy to use and easy to create. Simply add items to your cart and save the cart for future use. Give an identity to the Custom Template by choosing a name and applying a description to the Template. Order Templates are user specific or can be shared among users under one Fastenal.com account. • Electronic Quotes (eQuotes): eQuotes are electronic quotes sent to a user from their Fastenal Sales Representative. This is a method of converting customer product requests, vendor managed inventory requests, or vending machine transactions into customer orders without having to enter or re-type data. A notification is sent via email to the user and the eQuote is sent to the user's Fastenal.com account. Approve the eQuote and your local servicing branch will fulfill. • Fast Order Pad: Quickly add items to shopping cart by entering part number and quantity. • File Upload: Import an excel spreadsheet list of part numbers and quantities into the shopping cart. • Order Status: Sourcewell Members can see the status of their orders at any time during the order process. The local branch can provide tracking information on branch-delivered parts and 3rd party tracking numbers are made available in status updates where applicable. • Order History: Ordering entitites can view their history of orders placed online with Fastenal.com. Order history can be reordered and edited for future use and commonly ordered items can be saved into order templates for ease of re-ordering. • FAST 360°: The FAST 360° application on fastenal.com has been engineered to provide insight into your organization's relationship with Fastenal. This ability is exclusive to Fastenal and provides access to information critically important in managing your supply chain. Search, compare and manage your supply chain with three easy-to-use modules that are directly incorporated within Fastenal's eCommerce platform. • My Business allows you to click into each of your facilities locations and all of the way down to the individual vending machine or bin stock which is managed by Fastenal and then pull up the device's respective planogram to get additional information on a specific SKU. Other companies will tell you what they have in stock. With FAST 360°, instantly see what YOU stock in your own facility. • My Inventory allows you to search your own inventory for each of your associated account numbers. You can also use the search function to find items based on keyword, description or part number, and even search by your own part number when they're included in our system. • My Spend is a detailed snapshot of your purchasing habits which provides awareness of planned and unplanned spend behaviors. Using invoice data, FAST 360° illustrates how current spend is being allocated. Monitor purchase activity by category and see which channel that spend is flowing through. Fastenal.com is not just a portal for placing orders, but a tool for managing the supply chain needs. • Product Restriction: Products or categories may be restricted from purchase. Restricted items will be displayed as restricted and the user is not allowed to purchase the items. • Technical Information: All products contain technical information in the form of product attributes, product descriptions, and detailed notes fields. This information can guide the user by the type of product or the specific application of the product. Many products contain CAD Drawings and "Product Standards" informational PDF sheets which contain technical data such as chemical, mechanical, and performance information. Where applicable, links to (M)SDS sheets are made available in the product detail page of the corresponding part. Additionally, the "Supply Chain" section shows availability at the local Fastenal branch. All products visible on fastenal.com can be sourced in various manners.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Fastenal will provide customized training programs to meet Sourcewell Members' needs. Training sessions would generally be held at the member's facility, with training conducted by a local Fastenal employee and/or a Fastenal certified vendor. Because of our local presence, these trainings can be offered to Members frequently throughout the year. Costs may vary depending on the size and scope of the training. Fastenal branch representatives and other customer support personnel are kept current on product and industry trends through ongoing training, yearly reviews of industry standards, and close interaction with our suppliers. In addition to customer training, our sales and support personnel participate in career-long professional education and development to continually improve their knowledge and service. The result is a well-trained sales force that can provide technical expertise to end users within a local environment. Fastenal's Certified Vendor Training Program: This program includes training from certified vendors in the following areas: • New products • Equipment & operation – manufacturer/certified set-up/training • Safety and OSHA training • Product application, features and benefits • Cost savings, lean, and vendor managed inventory (VMI) solutions Although designed for our employees, Fastenal's Certified Vendor Training program will be offered to Sourcewell members as customized training workshops. Many of our product trainings are focused on safety, but the program also includes vendors outside of the safety category who provide training on various products and applications. In order to participate in the Certified Vendor Training program, the vendor must design training and present to the Fastenal School of Business (FSB) team, initiating a rigorous certification process that includes a consensus between the FSB instructors and the vendor on the following: • Training requirements • Hands-on and interactive delivery methods • Markets targeted for products • Product applications and uses Safety Training: To support our safety product offering, we've positioned trained Safety Specialists across the United States. Members' Safety Specialist will advise on best-in-class industry practices. With a wide range of categories and a team of industry experts, we are committed to providing technical resources in service of Members' safety program. This may include but is not limited to: • Fall Protection General Awareness Training • Ladder Safety Training • Hearing Conservation Awareness Training • Lock-Out/Tag-Out General Awareness Training Energy Efficient Lighting Audits and Training: Fastenal works in conjunction with our lighting vendors to provide energy efficient lighting audits and training as a value-added service for customers. This program includes: • Lamp/Ballast Standardization Recommendations • Lighting Energy Audits/Analysis/Presentations • Energy Saving Initiatives Specific to Lighting/Ballast • Sustainability Initiatives Specific to Lighting/Ballast & Other Products • Product Design Recommendation/Implementation of the Latest in LED Technology for Enhanced Energy and Maintenance Saving Strategies • Lighting upgrade installation and project management Green and Sustainability Training: Fastenal's Certified Vendor Training includes information about green and sustainability initiatives offered by our various manufacturer partners. We also offer training on our green and sustainability product reporting and ways Sourcewell Members can work with Fastenal's Sustainability Coordinator to establish goals and manage spend to achieve their goals. Annual Customer Show: Fastenal hosts an annual customer show to provide a venue for customers and manufacturing partners to participate in new product rollouts, cost savings training, demonstration of solutions, etc. Additionally, Sourcewell members are afforded an opportunity for government cooperative training provided by National Cooperative Procurement Partners (NCPP). Most trainings are provided at no cost, however some trainings may have applicable fees which will be negotiated based upon the scope of the project.

41	Describe any technological advances that your proposed products or services offer.	Fastenal offers a simple value proposition: great people, close to your business, empowered by technology. That includes advanced supply chain, warehouse, and transportation systems to keep product flowing to your facilities, mobility apps that allow us to check stock availability, provide quotes, process orders, and update changes to your inventory anytime, anywhere, and an ever-evolving lineup of automated supply devices, extending the internet of things to products of all shapes and sizes. With our FMI Technology solutions, Members can track assets like tools, tablets, and scanners, who's using each item, and when it's overdue for return or use the same technology as a 24/7 order pickup station. They can also control who has access to products and capture the dynamics behind every item dispensed - who, what, where, when, and why. We employ wide-ranging techniques to automate your inventory and we're exploring new frontiers for the future, including innovations in the areas of van management, customer-managed inventory, asset tracking, and inventory monitoring. Our high-touch service and automated devices combine to produce unique insight into your usage, and our reporting solutions help Members turn that insight into impact. A great example is vending; every time an item is dispensed, the transaction is tagged to an individual user and other custom metrics such as job number. This information flows to your reporting dashboard, where you can apply the data to simplify job costing, identify overuse issues, and optimize the mix in levels of products in your machines for maximum cost savings. Our FAST 360 portal gives you a live view of your Fastenal program. Members can visualize how inventory is organized in their bin stock and vending solutions as if they're standing in front of the device, search to see if a needed item is available within their facility and exactly where it's located, and analyze spend by time period, product category, or individual part to discern trends and opportunities within their operations. However, as important as technology is, for us it is just one element of a total supply chain solution. Behind the devices and software are local experts to shoulder the burden of inventory management, a world-class distribution machine to bring speed and agility to the supply chain, and a commitment to invest in our customers' success with the fundamentals of effective customer service.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Fastenal offers a variety of resources specifically geared to help organizations achieve their sustainability goals. Visitors to Fastenal.com have easy eCommerce access to 76,000-plus environmentally preferred products. Fastenal offers environmentally preferred solutions across many product categories. These products reduce negative effects on human health and the environment compared to competing products. All of the EPPs on Fastenal websites are identified with the designation "Green" and a leaf symbol to the right and under the product's compliance details. This symbol does not indicate third-party certification nor represent a certification of its own. We want to empower our customers by identifying green products so they can make eco-conscious decisions for their business needs. The products in our green offering promote sustainability through resource conservation, end-of-life waste management, and life cycle analysis. • Certified Green Products: Fastenal continues to partner with suppliers that bring solutions. This includes manufacturing, investing in, and offering environmentally preferred or eco-friendly options in every category we offer. From recycled content to third-party certifications, Fastenal's supply chain compliance team advocates and governs this offering. Some of the organizations include: Energy Star, Green Seal, EPA Safer Choice, EcoLogo, Forest Stewardship Council, Sustainable Forestry Initiative, Carpet & Rug Institute, GreenGuard Environmental Institute, USDA Biopreferred, EPA Watersense, SCS Certified, NEMA Premium, UL Environment, and more. • Non-Certified Green Products: Although not certified by a third party, these products offer environmental benefits according to information provided by the manufacturer. We offer this designation because third-party certifications do not exist globally for all green products and categories. Non-certified products in our offering are considered environmentally preferable for various reasons. For example, they may reduce energy consumption, they may have low or no-VOCs (which affect air quality), they may contain recycled content that meets or exceeds EPA standards, etc. We support customers with turnkey waste stream solutions through our partnerships with 56 leaders in the material recycling field, including TerraCycle, Veolia, Call2Recycle, and others. Products for which we have recycling programs available include cardboard, packaging & shipping materials, safety/PPE, sharps, batteries, lighting, electronics, flashlights, office supplies, janitorial/sanitization supplies, breakroom supplies, carbide metalworking products, and medical/dental supplies. Meanwhile, our industrial services, such as cutter regrinding and tool repair, mitigate waste stream impacts in a different way – by helping to extend the service life of the product. More broadly, sustainability is an intrinsic feature of our strategic service model. When organizations partner with Fastenal to avoid over-consumption, obsolete inventory, redundant purchases, expedited ordering, and overlapping deliveries from multiple vendors, they're taking waste out of their business and the environment, with fewer materials consumed and fewer emissions produced. These outcomes stem from deep-seated values. For 55 years, Fastenal has prospered through careful resource consumption, sustainable value creation for stakeholders, and a core belief in people – foundational concepts that align seamlessly with our ESG vision.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Fastenal Company is currently ISO 14001:2015 certified for Environmental Management. Certified Green Products: Fastenal continues to partner with suppliers that bring solutions. This includes manufacturing, investing in, and offering environmentally preferred or eco-friendly options in every category we offer. From recycled content to third-party certifications, Fastenal's supply chain compliance team advocates and governs this offering. Some of the organizations include: Energy Star, Green Seal, EPA Safer Choice, EcoLogo, Forest Stewardship Council, Sustainable Forestry Initiative, Carpet & Rug Institute, GreenGuard Environmental Institute, USDA Biopreferred, EPA Watersense, SCS Certified, NEMA Premium, UL Environment, and more. Non-Certified Green Products: Although not certified by a third party, these products offer environmental benefits according to information provided by the manufacturer. We offer this designation because third-party certifications do not exist globally for all green products and categories. Non-certified products in our offering are considered environmentally preferable for various reasons. For example, they may reduce energy consumption, they may have low or no-VOCs (which affect air quality), they may contain recycled content that meets or exceeds EPA standards, etc.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tier 1 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 Reseller Consortium features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications. The full line of Fastenal's fasteners and industrial supplies are available for purchase from 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, accounts receivable management, e-procurement solutions and customer service. Tier II Program: Our Supplier Diversity team will review qualified suppliers and assist to match your company's needs to the capabilities by providing the following: • Potential early involvement in the design and establishment of goals • Realistic and understandable expectations • Accurate forecasting of our anticipated needs and timely distribution of pertinent information • Detailed Tier II usage reports including the following certifications: • HUBZone • Minority-Owned Business • Woman-Owned Business • Veteran-Owned Business • Service Disabled-Veteran Owned Business • Small Business • Small Disadvantaged Business Custom Reporting: Your national account support team will review your compliance reporting needs and benchmark spend accordingly. Reporting can range from basic summary reports (e.g., visualizing global supplier diversity or green spend by channel) to reports displaying spend by department/division, product category, or SKU.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	In an industry that has become increasingly remote and transactional, Fastenal takes a different approach – investing and engaging on the local level to execute our customers' goals. Our value proposition centers on a simple concept: Great people, close to your business. What does this mean for Sourcewell Members? PROXIMITY: Our local footprint positions us to support Sourcewell Members with a dedicated service team, tailored in-market inventory, last-mile delivery (via Fastenal trucks), and custom Fastenal-managed inventory programs. The impact is direct. When we locally stock your product needs, that's inventory you don't have to carry. When we efficiently manage your MRO supply chain, that's time and energy you can focus on core activities. ENGAGEMENT: We become attuned to the nuances and needs of your operations – not only what your teams buy, but how the product is used and the daily challenges faced. PARTNERSHIP: The foundations are mutually-defined goals, a systematic approach to drive and measure continuous improvement, and a willingness to invest in our customers in ways that go far beyond contract pricing and efficient transactions. This includes a custom local or onsite supply chain for Member facilities, along with access to all of the resources that make Fastenal a leader in strategic supply.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Fastenal's warranty policy is as follows: LIMITED WARRANTY, DISCLAIMERS, LIMITATION ON WARRANTIES AND REMEDIES. Seller warrants that Products delivered to Buyer hereunder shall be free from any defects in material or workmanship and in conformity with Buyer's written specifications for a period of one year after delivery. Buyer shall inspect Products within a reasonable time (not to exceed 10 days) after receipt and shall promptly notify Seller of any claimed defect or nonconformity. Where the nature, quantity or packaging of Products makes immediate inspection impracticable, neither acceptance nor payment for Products shall waive the right of inspection or the right to return defective or nonconforming Products. Upon receipt of written notice by Buyer and as an exclusive remedy, Seller shall promptly correct or replace, at Seller's option, any defective or non-conforming Products and the direct and necessary cost of such correction or replacement shall be borne by Seller. Correction shall be made, or replacement products shall be delivered by Seller within the on-time period applicable to the original purchase order, unless prevented by conditions not subject to Seller's control. This warranty will not be applicable in the event of the improper selection, misapplication or misuse of the Product by Buyer and any liability from such events is disclaimed by Seller. THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN SIXTY (60) DAYS AFTER THE DEFECT TO WHICH EACH CLAIM RELATES IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Fastenal's warranty policy is as follows: LIMITED WARRANTY, DISCLAIMERS, LIMITATION ON WARRANTIES AND REMEDIES. Seller warrants that Products delivered to Buyer hereunder shall be free from any defects in material or workmanship and in conformity with Buyer's written specifications for a period of one year after delivery. Buyer shall inspect Products within a reasonable time (not to exceed 10 days) after receipt and shall promptly notify Seller of any claimed defect or nonconformity. Where the nature, quantity or packaging of Products makes immediate inspection impracticable, neither acceptance nor payment for Products shall waive the right of inspection or the right to return defective or nonconforming Products. Upon receipt of written notice by Buyer and as an exclusive remedy, Seller shall promptly correct or replace, at Seller's option, any defective or non-conforming Products and the direct and necessary cost of such correction or replacement shall be borne by Seller. Correction shall be made, or replacement products shall be delivered by Seller within the on-time period applicable to the original purchase order, unless prevented by conditions not subject to Seller's control. This warranty will not be applicable in the event of the improper selection, misapplication or misuse of the Product by Buyer and any liability from such events is disclaimed by Seller. THE FOREGOING WARRANTIES ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN SIXTY (60) DAYS AFTER THE DEFECT TO WHICH EACH CLAIM RELATES IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Fastenal does provide warranty services for some power tools made by other manufacturers for an additional year on top of the original manufacturer's warranty.	*

51	What are your proposed exchange and return programs and policies?	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.	
52	Describe any service contract options for the items included in your proposal.	Fastenal is offering our Onsite solutions as a service to Participating Sourcewell Entities. Our local branches position us within minutes of our customers' facilities. Our onsite model brings us even closer, in terms of proximity and partnership. While our branches have to balance general market needs, an onsite resource has a single focus: operating a world-class supply chain for one facility. Here's a brief overview at the potential benefits for select Participating Entity sites: EXPERTISE: Your onsite teams will do more than fill orders and bins. They become experts in your operations and the products you need to run them. They also serve as the point persons for other experts in our business, pulling in specialists, suppliers, and sales leadership to execute projects and drive improvement. LABOR UTILIZATION: The team essentially serves as part of your local staff, but without being on your payroll. Leverage our energy and expertise to free up labor resources and operate more efficiently. WORKING CAPITAL: When we move onsite, we sell down your current inventory and phase in our own. Moving forward, the inventory remains on our books until it reaches your floor stocking locations – a dollar-for-dollar improvement in working capital. CONSOLIDATION: The synergy and efficiency of the onsite model allows us to manage an even broader range of products used in your business, expanding opportunities to consolidate, simplify, and leverage. INNOVATION: We bring a deep history in supply chain management. Just as importantly, we bring the future. An onsite solution becomes a direct pipeline to the latest innovations in areas like automated supply, asset tracking, and data analytics. SCALABILITY: Our onsite programs range from less than $1M to over $70M in revenue (for a single site). This speaks to our ability to operate cost-effective solutions for both very large and relatively small facilities. EXPERIENCE: With 1,500+ onsite programs worldwide, nobody offers more experience in implementing and operating successful programs. We're ready to leverage our local talent and infrastructure to quickly craft and activate custom solutions for your facilities. Please see the attached "Standard Onsite Agreement (US)" and "Standard Onsite Agreement (Canada)" as attached within the Standard Transaction Document Samples.	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30. Fastenal prefers payment via EFT. Payment can also be accepted via check or cash. P-cards/credit cards are accepted at the time of purchase only.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see the attached "Sourcewell Participation Form" which will need to be completed by each entity choosing to opt into the Sourcewell agreement. Please see the attached "FAST Solutions Terms – US - GOV" and "FAST Solutions Terms – CN – GOV" for an example of the agreement to be utilized for bin stock lease, FASTBin, POD, FASTScale, FASTScan, locker lease, or vending program. Please see the attached "Standard Bin Stock Agreement – GOV" for bin stock programs. Please see the attached "Standard Onsite Agreement (US)" and "Standard Onsite Agreement (Canada)" for the agreement to be utilized for Onsite programs.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-cards/credit cards are accepted at the time of purchase only, with no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fastenal Company is offering a product category discount from our wholesale price. Please visit Fastenal's online catalog at www.fastenal.com for available products and current wholesale prices. Please see the attached "Sourcewell Discount Schedule." Fastenal is also offering several "Hot List" options for Participating Sourcewell Entities, including a Hot List program wherein each qualifying Member will have the ability to customize a market basket of up to 500 items. These custom market baskets can be utilized for high-use items, green items, emergency response, etc. Additionally, Fastenal has included a Hot List of the items most commonly utilized by State and Local Government customers. Please see the attached "Sourcewell Hot List." Additionally, Fastenal can provide sourcing of non-core items to procure items that are not available within Fastenal's distribution system. Fastenal's sourced items may be a direct line extension with an existing vendor or the item may be procured same day from local vendors. Pricing for sourced items is based on current market conditions and negotiated locally on a per-order basis.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fastenal's discounts range from 23 – 57% off of the current wholesale price at the time of purchase.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Discount: Fastenal understands that Participating Entities may, from time to time, have unique purchasing needs requiring the purchase of products in a volume not related to ordinary purchase volume. Fastenal will assist Participating Entities by identifying and passing on the additional value which may be obtained through reaching a volume purchase. The volume discounts will be negotiated between the local Fastenal branch and the Sourcewell Entity based on market conditions. Rebate: To help drive participation to the Sourcewell Agreement, Fastenal has a variety of incentives available to eligible Participating Entities who reach a minimum spend threshold within a contract year. Proposed incentives may include: • Administration Fee • Sales Growth Incentive • Fastenal Solutions-Onsite Incentive • Cumulative Volume Category Discount • Customized Hot List	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Fastenal's sourcing model is a value-added service that we offer to customers to source products. The local Fastenal branch manages the sourcing, procurement, delivery, and, if required, the inventory management of the sourced product as part of a Fastenal vendor managed inventory solution. Pricing for sourced items is based on current market conditions and is negotiated locally on a per-order basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Fastenal has not identified any total cost of acquisition costs that are not included in our pricing submission.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourced, expanded catalog (catalog items with no published wholesale price), or non-catalog (items not available in our catalog but with a published wholesale price) items and orders requiring special handling or expedited shipment may be subject to shipping charges. Items requiring additional charges would be communicated to the Sourcewell Participating Entity prior to acceptance of a purchase order. Approved charges would be prepaid and billed to the entity.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Items not in-stock at the local branch or not in-stock at the Primary Distribution Center for Alaska, Hawaii, or Canada may be subject to shipping charges.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fastenal's FMI Technology solutions help you achieve the right balance of visibility and control for every product within the scope of the partnership. Our FMI Technology program centers on five core concepts: SIMPLIFY: Through our FASTStock program, your local Fastenal teams will execute a consistent service schedule to manually monitor and replenish your inventory locations. This manual process is enhanced by technology, including mobility applications that enable our teams to capture and illuminate data around every part we manage on your behalf: what it is, where it's located, and when we're servicing it. If you prefer to handle inventory monitoring/ordering internally, we also offer a self-service scanning solution (FASTScan). MONITOR: FASTBin devices provide an additional level of visibility and risk mitigation by enabling your servicing Fastenal teams to monitor your bin stock inventory remotely and continuously – a good fit for OEM parts or faster-moving/higher-value MRO items. The benefits are twofold: a more proactive and seamless supply chain, along with more productive utilization of your local Fastenal service teams (i.e., additional labor energy to focus on strategic activities vs. repetitive tasks). CONTROL: FASTVend devices can be deployed to control MRO products of all shapes and sizes. The cloud software makes it easy to set customized controls (who can access what, and how much) and to trace items to individual users and cost centers (including GL codes and/or job numbers if desired). One key result is a sharp and sustained reduction in consumption, typically 20 to 30%. Similar to FASTBin, the local Fastenal teams remotely monitor the inventory in the devices and proactively plan their service to ensure continuous supply. TRACK: We also offer FASTVend solutions to automate the check-out and return process for assets like tools, scanners, and tablets. Site managers can track each asset to the most current user and receive an alert if it's overdue for return. Alerts and lockdowns can also be scheduled for routine recharging, calibration, or maintenance, ensuring that job-ready tools are continuously available near the point of work. Leverage this technology to reduce tool loss and improve productivity. ANALYZE: The ultimate goal of an FMI Technology solution is to take industrial supplies out of the shadows and into a more efficient and controlled environment. Site managers will gain insight into product usage and allocation – how fast each item is turning, who's using it, and what it's being used for. Meanwhile, as your supply chain partner, we will analyze trends in your business and present opportunities to continuously evolve the program (devices, locations, product mix, and min-max levels) for maximum impact. Please see the attached "FAST Solutions Terms – US – GOV," "FAST Solutions Terms – CN – GOV," "Standard Bin Stock Agreement – GOV," "Standard Onsite Agreement (US)," and "Standard Onsite Agreement (Canada)" as included in the Standard Transaction Documents zip file for examples of the agreements to be utilized for our FMI Technology programs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Fastenal's Contract Management team helps implement contract terms, conditions, pricing, and time lines for deliverables such as reporting, rebates, and additional discounts (if any). The Sourcewell agreement will be managed within Fastenal's contract management system, a proprietary database that manages pricing, FOB terms, rebates, reporting, and other relevant terms. The Contract Management team will be responsible for ensuring that the contract is correctly administered. This will include working with the Fastenal Government team to document the execution of participating addenda, any unique terms & conditions, rebates or additional fees, and/or reporting requirements of the Sourcewell Participating Entity. The Contract Management System administers the Sourcewell Agreement (including any participating addendum unique terms, fees or reporting) to the Fastenal branch account, driving compliance via the Fastenal branch point of sale (POS) system. The Contract Management team will also manage the administration of contract modifications, extensions, price updates, and other administrative correspondence. Government Sales Support Once the Sourcewell Agreement is entered into the Contract Management System, the day-to-day workload of interfacing with the Government Sales department and Fastenal's branch sales personnel becomes the primary responsibility of the Government Sales Support team. This group serves as a clearinghouse and liaison team between Contract Management and Sales. Fastenal's Government Sales Support team serves as the internal "customer service center" for our branch sales people, providing relevant contract information as well as the "linking" of branch accounts for Sourcewell Members to the Agreement within the Contract Management System. The Government Sales Support team is responsible for remitting reporting to Sourcewell and the Members. This includes sales reports, usage reports, supplier diversity reporting, sustainable purchases, etc.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fastenal will track the success of the Sourcewell contract by sales growth, number of customers using the contract, and the average dollar in sales per invoice.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fastenal proposes an administrative fee of one percent (1%) less taxes, freight, and product returns, with the exception of onsite customers which will be subject to an administrative fee of one half of a percent (0.5%) less taxes, freight, and product returns. Onsite customers must sign a Sourcewell onsite agreement. Sourcewell will be notified by Fastenal of these agreements. Onsites require a heavy investment in labor and technology but offer the lowest TCO for Sourcewell members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Sealing; Security; Test and Measurement; Tools and Equipment; Welding. Services and resources include: Supply Solutions (FMI Technology; FASTStock; FASTBin; FASTVend; E-Business; E-Procurement; Onsite; FASTCrib; Integrated Supply; Jobsite Inventory Solutions) Expert Consultants (National Accounts; Engineering Expertise; Construction Solutions; Government; Lean Solutions; Safety Solutions; Metalworking Support; OEM Support; Healthcare Resources) Manufacturing Services (Spensall Precision Machining; Cardinal Fastener High-Integrity Bolting; API 20E Bolting; Holo-Krome Cold-Forming; Metals, Alloys & Material Services) Industrial Services (Weld-to-Length Bandsaw Blades; Hose Fabrication; Hoist Repair & Certification; Custom Chain Sling Fabrication & Inspection; Custom Packaging; Lifting & Rigging Inspection; Special Assemblies; Tool & Cutter Grinding; Calibration & Repair; Tool Repair & Certification; Custom Logo Program) Compliance & Sourcing (Green Resources; Country of Origin Compliance Solutions; Fastenal Brands; Global Sourcing; Supplier Diversity; Blue Lane Freight)
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ABRASIVES: Sanding Abrasives Products; Abrasive Brushes; Grinding Abrasives Products; Burr Products; Diamond Abrasives Products; Abrasive Accessories; Files & Rasps; Sand Blasters & Accessories; Deburring Products; Sharpeners & Accessories; Buffing & Polishing Products. ADHESIVES, SEALANTS, & TAPE: Tape; Adhesives & Glues; Silicones, Caulks, & Sealants; Threadlocking Chemicals; Adhesives & Sealants Dispensing Tools; Floor & Surface Care Chemicals; Tape Dispensers; Concrete & Asphalt. CUTTING TOOLS & METALWORKING: Indexable Cutting Tools; Milling Products; Saw Blades; General Purpose Holemaking; Threading & Tapping; High Performance Drilling; Toolholding Systems; Tooling Components; Turning & Boring Products; Cutting Tool Assortments Kits. ELECTRICAL: Industrial Controls; Electrical Wire & Accessories; Plugs, Receptacles & Connectors; Terminals & Wire Connectors; Conduit & Accessories; Wire Management; Circuit Protection & Distribution; Power Cords; Electrical Tape; Boxes, Covers, & Accessories; Robotics & Automation; Strut; Insulated Screwdriver Sets; Electrical Hand Tool Kits; NEMA Enclosures & Accessories; Insulated Socket Sets; Insulated Nut Driver Sets; Insulated Spanner Wrench Sets; Insulated Hex Key Sets; Insulated Hack Saws; Insulated Plier Sets; Insulated Wrench Sets; Insulated Wire Wrap & Unwrap Tools; Insulated Wire Wrap & Unwrap Tool Bits. ELECTRONICS AND BATTERIES: Data, Voice & Video Components; Electronic Hardware; Batteries; Battery Chargers; Holsters & Belt Clips; Head Sets; Radios & Two-Way Radios; Ear Pieces; Antennas; Speaker Microphones; Radio Retrofit Kits; Wireless Message Alert Callboxes; Appliances. FASTENERS: Bolts; Screws; Sockets; Nuts; Washers; Set Screws; Pins; Anchors; Retaining Rings & Clips; Rods & Studs; Automotive Fasteners; Rivets; Threaded Inserts & Thread Repair; Fastener Assortment Kits; Nails; Threadlockers; Thread Sealants & Compounds; Clinch Fasteners; Hardware Fasteners. FLEET & AUTOMOTIVE: Fleet Electrical Products; Fleet Filters & Accessories; Automotive Chemicals & Lubricants; DOT Fittings; Dock & Trailer Equipment; DOT Hose & Tubing; Towing & Accessories; Fleet Batteries & Accessories; Shop Equipment; Engine Oil & Additives; Automotive Specialty Tools; Fleet & Automotive Lighting; Truck Boxes & Vehicle Racks; Fluid Transfer Products; Tire & Wheel Products; Fleet Replacement Parts; Truck & Trailer Hardware; Mechanical Components; Air Line Products. HVAC AND REFRIGERATION: Filters; Ventilation Equipment & Supplies; Heating Equipment; Air Conditioners; HVAC Controls & Thermostats; Air Conditioner Accessories; HVAC/R Chemicals; Air Treatment; A/C & Refrigeration; Evaporative Cooler Accessories; Ice Machine Accessories; Valves & Accessories; Hydronic Heating; Heater Accessories; Evaporative Coolers; Seamers; Ice Machines; Punches; Crimpers; Notchers; Seam Rollers. HARDWARE AND BUILDING SUPPLIES: Springs; Hex Cap Screws & Hex Bolts; Strut Clamps & Hangers; Entry & Exit Door Products; Hardware Supplies; Strut Channel Accessories; Construction & Building Supplies; Hasps, Hinges, & Latches; Strut Clamp & Hanger Accessories; Caps & Plugs; Industrial Flooring Products; Cabinet Hardware; Strut Channel; Braces & Brackets; Magnets. HYDRAULICS: Hydraulic Fittings; Hydraulic Pumps & Cylinders; Hydraulic Hoses; Hydraulic Couplers & Accessories; Crimping Machine Accessories; Hydraulic Accumulators & Accessories; Crimping Machines. JANITORIAL & CLEANING: Cleaning Chemicals, Detergents, & Deodorizers; Brooms, Brushes, Dust Pans, & Dusters; Skin Care & Personal Hygiene; Wipers, Towels, & Rags; Trash Cans & Liners; Restroom Fixtures; Mops & Mopping

Equipment; Squeegees & Window Cleaning Equipment; Cleaning Supplies; Vacuums & Accessories; Cleaning Machines; Restroom Supplies; Buckets, Pails, Lids; Cleaning Machine Accessories; Foam Sealants; Janitorial Carts & Accessories.
LIGHTING: Lamps; Work Lights & Accessories; Emergency Lighting & Accessories; Sensors & Accessories; Fixture Accessories; Fixtures; Outdoor Lighting & Accessories; Ballasts & Accessories.
LUBRICANTS, COOLANTS & FLUIDS: Metalworking Chemicals; Lubricants; Grease Fittings & Accessories; Oils; Grease; Protective Coatings; Grease Guns & Accessories; Metalworking Fluid Equipment; Lubrication Equipment.
MACHINERY: Metalworking Machinery; Ironworker Accessories; Machinery Accessories; Drill Press Accessories; Machining Tables; Lathe Accessories; Grinding Machine Accessories; Cold Saw Accessories.
MATERIAL HANDLING, LIFTING & RIGGING: Carts & Trucks; Slings & Accessories; Casters & Wheels; Slot Bars & Accessories; Racks, Shelving, Pallet Racking & Accessories; Ladders & Work Accessing Equipment; Chain & Accessories; Levelers, Noise & Vibration Control; Workbenches, Work Tables & Accessories; Bins; Hoists & Pullers; Storage Containers & Accessories; Cabinets; Cart & Truck Accessories; Conveyors & Accessories; Lifting Hardware; Wire Rope & Accessories; Magnets; Lockers & Accessories; Hand Tool Storage; Cranes, Trolleys, & Accessories; Drums & Drum Handling Equipment; Bollards & Building Protectors; Tie Downs & Cargo Control; Guard Rails, Hand Rails, & Barriers; Rigging Hardware; Lifters & Accessories; Winches & Winch Accessories; Lifts, Stackers, & Accessories; Bin Accessories; Cages & Cage Accessories; Rope & Rope Accessories; Wall Storage Systems & Accessories; Warehouse Supplies & Equipment; Cabinet Accessories; Lifting Magnets & Suction Lifters; Hoppers & Accessories; Industrial Furniture; Pallets & Skids; Mezzanine & Mezzanine Accessories; Worker Movement; Machine Rollers & Roller Kits; Jacks; Tilters & Dumpers; Gondolas & Accessories; Slatwall & Accessories.
MOTORS: Motor Replacement Parts.
OFFICE & BREAKROOM SUPPLIES: Food Service Supplies; Office Organization; Office Furniture; Desk Supplies; Paper & Printing; Boards, Easels, & Accessories; Office Machines & Accessories; Time Cards & Clock Systems; Ice Machine Replacement Parts; Portable Air Conditioners; Ice Machine Replacement Pumps; Computer Supplies & Media; Water Dispensers; Ice Machine Replacement Valves; Ice Machines; Ice Machine Electrical Replacement Parts; Ice Storage Bins; Cash Handling; Freezers; Ice Machine Cleaners.
OUTDOOR PRODUCTS & EQUIPMENT: Garden Hose & Accessories; Landscaping Hand Tools; Landscaping Power Tools; Pressure Washers; Repellants & Pest Control; Generators; Salt Spreaders & Accessories; Pressure Washer Accessories, Generator Accessories; Sprayers & Accessories; Tents & Accessories; Foam Sealants; Trimmer Accessories; Snow & Ice Removal; Lawn Mowers & Accessories; Snow Blowers & Accessories; Chain Saw Accessories; Logging Tools; Power Equipment; Construction Tools & Equipment.
PACKAGING & SHIPPING PRODUCTS: Corrugated Boxes, Cartons, & Mailers; Shipping & Storage Bags; Masking Tape; Shipping Labels & Tags; Packaging Tape; Strapping Products & Accessories; Bubble, Foam, & Cushioning; Envelopes & Mailers; Stretch Wrap & Shrink Film; Water Activated Tape; Stretch Wrap Machines & Accessories; Scales & Accessories; Carry Handles; Desiccants.
PAINT & PAINTING SUPPLIES: Paint & Marking Products; Masking Tape; Paint Roller Products; Paint Brush Products; Painting Accessories; Paint Booth Accessories; Paint Additives; Painting Equipment; Paint Pad Products.
PLUMBING: Pipe Fittings; Plumbing Valves & Accessories; Pipe & Tubing; Plumbing Tools & Equipment; Faucets & Faucet Repair Parts; Toilets, Urinals & Accessories; Water Filters & Accessories; Fountains, Sinks, & Accessories; Drains & Accessories; Hose & Hose Products; Showers, Tubs, & Accessories; Pipe Insulation & Accessories; Pipe Cements & Primers; Pipe Thread Tape; Water Heaters & Accessories; Pipe Lengths; Pipe Thread Sealants; Plumbing Putty.
PNEUMATICS: Pneumatic Fittings; Tubing & Tubing Accessories; Hose Couplers & Accessories; Clamps & Collars; Pressure Gauges & Accessories; Hose Reels & Accessories; Pneumatic Valves & Accessories; Air Preparation; Hose & Hose Assemblies; Actuators & Cylinders; Blow Guns & Accessories; Air Piping Systems; Hose Guards; Pneumatic System Components.
POWER TRANSMISSION: Seals & Accessories; Bearings; Chain & Sprockets; Shims & Shim Stock; Keyed Shafts & Keys; Power Transmission Belts; Bushings; Cam Followers & Yoke Rollers; Collars, Couplings, & Components; Sheaves & Pulleys; Pullers, Separators, & Accessories; Bearing Heaters & Accessories; Linear Motion.
PUMPS: Pump Accessories; Sewage, Submersible & Sump Pumps; Plumbing Pumps; Plumbing Pump Parts & Accessories; Drum, Barrel, & Pail Pumps; Engine Driven Pumps; Evaporative Cooler Pumps; Test Pumps; Booster & Pressure Pumps.
RAW MATERIALS: Sheet Stock Material; Bar Stock; Precision Blanks & Raw Blanks; Tube Stock; Fully Threaded Studs; Threaded Rods; Wire Products; Angle Products; Ball Stock; Foil Products; Coil Rods.
SAFETY: Facility Identification; Hand & Arm Protection; Matting; High Visibility Garments; Traffic Control Products; Label Maker & Laminator Accessories; Fall Protection; Eye Protection; ARC Flash & FR; Disposable Garments; Head & Face

		Protection; First Aid & Emergency Products; Welding Safety Clothing; Lockout & Tagout Products; Work Wear; Foot Protection; Spill Containment; Chemical Resistant Garments; Rain Wear; Respiratory; Welding Helmets & Eye Protection; Safety Storage Cabinets & Containers; Powered & Supplied Air System Accessories; Hearing Protection; Dispensers & Bags; Confined Space Equipment; Heat Stress Products; Fleet & Automotive Safety Equipment; Step Ladders; Joint Support; Gas Detection Accessories; Powered & Supplied Air Systems; Gas Detectors; Intrinsically Safe Lights; Safety Knives; Storm Water Management; Hydration Products; Fire Protection; Label Makers & Laminators; Breathing Air Filtration Systems; Static Control Products; Safety Knife Accessories. SEALING: O-Rings; Flanges, Gaskets, & Gasket Materials; Cord Stock; Rotary & Linear Seals; Compression Packing. SECURITY: Locks & Accessories; Secure Facility; Radio Accessories; Law Enforcement; Key Center Components; Tactical Gear; Radios; Asset Monitoring; Warning Alarms. TEST & MEASUREMENT: Precision Measuring Tools; Meters; HVAC Test Instruments; Individual Levels; Meter Accessories; Thermometers; Lumber Crayons & China Markers; Thermal Imagers; Retrieval Tools; Inspection Mirrors; Thermal Imager Accessories; Chalk Refills; Chalk Reels; Level Sets; Measuring Wheels; Water Treatment; Plumb Bobs; Railroad Chalk; Laser Pointers. TOOLS & EQUIPMENT: Hand Tools; Power Tool Accessories; Air Tools & Accessories; Electrical Tools; Layout & Measuring Tools; Cordless Power Tools; Flashlights & Accessories; Corded Power Tools; Clamping & Holdings; Fastener Installation & Repair Tools; Tool Bags & Tool Belts; Repair & Replacement Parts; Powder & Gas Actuated Systems & Accessories; Compressors; Anchor Installation Tools; Hydraulic Tools & Accessories; HVAC Tools; Compressor Accessories. TRAININGS, RESOURCES, & SUSTAINABILITY: Work Literature & Resources; Recycling Programs; Trainings. WELDING: Consumables; Welding Rods & Wire; Welding Gloves; Gas Apparatus; Welding Safety Equipment; Welding Jackets & Capes; Welding Tools & Support Components; Welding & Cutting Machines; Welding Chemicals; Welding Cable & Accessories; Solder Tool Accessories; Welding Helmets; Welding PAPR Helmets; Welding Pants; Soldering; Heat Resistant Sleeves; Welding Goggles & Glasses; Welding Aprons; Welding Coveralls; Welding Face Shields; Solder Tools; Welding Glove Protectors; Welding Bibs; Welding Chaps & Spats; Welding Caps.	

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Facility MRO	◉ Yes ○ No	In 2021 Fastenal supplied products spanning nearly 1.78 million unique stock-keeping units (SKUs). This includes 115,000+ "standard" part numbers that are well supported throughout our distribution system, along with a vast range of semi-standard and customer-specific items. Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Security; Test and Measurement; Tools and Equipment; Welding.

72	Industrial supplies or building materials	◉ Yes ○ No	In 2021 Fastenal supplied products spanning nearly 1.78 million unique stock-keeping units (SKUs). This includes 115,000+ "standard" part numbers that are well supported throughout our distribution system, along with a vast range of semi-standard and customer-specific items. Available product lines include: Abrasives; Adhesives, Sealants, and Tape; Cutting Tools and Metalworking; Electrical; Electronics and Batteries; Fasteners; Fleet and Automotive; HVAC and Refrigeration; Hardware; Hydraulics; Janitorial and Cleaning; Lighting; Lubricants, Coolants, and Fluids; Machinery; Material Handling, Lifting and Rigging; Motors; Office and Breakroom Supplies; Outdoor Products and Equipment; Packaging and Shipping Products; Paint and Painting Supplies; Plumbing; Pneumatics; Power Transmission; Pumps; Raw Materials; Safety; Security; Test and Measurement; Tools and Equipment; Welding.	*
73	Electric, mechanical, fluid, or pneumatic power transmission	◉ Yes ○ No	A necessity in industrial environments, power transmission products enable energy in the form of rotary motion to be transmitted from the source of power generation to the machinery that depends on it. Bearings, sprockets, gears, belts, and related items are essential in the transmission of power.	*
74	Electrical service or lighting	◉ Yes ○ No	Electrical products are concerned with the safe transmission of electrical energy for use with machines and appliances. Fastenal's electrical offering includes wires, cords, boxes, conduits, receptacles, and more make electrical energy available where needed while helping to prevent accidents. Lighting products illuminate business, home, and facility interiors as well as outdoor areas and temporary work sites. Lamps differ in terms of light output, energy consumption, and other factors, according to their type. Fluorescent, incandescent, LED, metal halide, sodium vapor, and mercury vapor are among the varieties found.	*
75	Plumbing or waterworks	◉ Yes ○ No	Fastenal's plumbing offering includes fittings, valves and valve accessories, pipe and pipe accessories, hose and hose products, flanges and gaskets, restroom and plumbing fixtures, repair and replacement parts, tools, cleaning equipment and pumps and accessories.	
76	Services related to the offering of the solutions in Lines 71-75 above	◉ Yes ○ No	Services and resources available through Fastenal include: Supply Solutions (FMI Technology; FASTStock; FASTBin; FASTVend; E-Business; E-Procurement; Onsite; FASTCrib; Integrated Supply; Jobsite Inventory Solutions) Expert Consultants (National Accounts; Engineering Expertise; Construction Solutions; Government; Lean Solutions; Safety Solutions; Metalworking Support; OEM Support; Healthcare Resources) Manufacturing Services (Spensall Precision Machining; Cardinal Fastener High-Integrity Bolting; API 20E Bolting; Holo-Krome Cold-Forming; Metals, Alloys & Material Services) Industrial Services (Weld-to-Length Bandsaw Blades; Hose Fabrication; Hoist Repair & Certification; Custom Chain Sling Fabrication & Inspection; Custom Packaging; Lifting & Rigging Inspection; Special Assemblies; Tool & Cutter Grinding; Calibration & Repair; Tool Repair & Certification; Custom Logo Program) Compliance & Sourcing (Green Resources; Country of Origin Compliance Solutions; Fastenal Brands; Global Sourcing; Supplier Diversity; Blue Lane Freight)	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing.zip - Tuesday September 13, 2022 18:03:11
- Financial Strength and Stability - Financial Strength and Stability_2021 Annual Report.pdf - Monday September 12, 2022 21:42:30
- Marketing Plan/Samples - Marketing Plan_Sourcewell All-Inclusive Linecard.pdf - Tuesday September 13, 2022 18:03:20
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Tuesday September 13, 2022 18:03:31
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Terry Owen, Sr. Executive Vice President, Fastenal Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Facility_MRO_Supplies_RFP_091422 Wed August 24 2022 02:50 PM	☑	1
Addendum_4_Facility_MRO_Supplies_RFP_091422 Wed August 17 2022 02:11 PM	☑	2
Addendum_3_Facility_MRO_Supplies_RFP_091422 Mon August 1 2022 09:35 AM	☑	1
Addendum_2_Facility_MRO_Supplies_RFP_091422 Fri July 29 2022 03:22 PM	☑	2
Addendum_1_Facility_MRO_Supplies_RFP_091422 Thu July 28 2022 04:35 PM	☑	1