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NOTICE OF AWARD

Fastenal Company
Zack Lonsway, Government Sales Manager
2001 Theurer Blvd.
Winona, MN 55987

Contract No. & Description:	TXMAS-25-45004 Facilities Maintenance, Repair, Operations (MRO) and Industrial Supplies
Term of Contract:	Date of Deputy Comptroller's signature on this Notice of Award through the sooner of (1) the expiration of the Base Contract (currently August 31, 2026; with renewal options), or (2) five years from the effective date.

The Comptroller of Public Accounts (CPA) accepts the TXMAS Offer Packet of Fastenal (Contractor) and hereby awards Contractor a TXMAS contract (Contract). Contractor's awarded goods will be processed through CPA's Statewide Contract Management (SCM) and will be available for purchase on the Texas SmartBuy online ordering system or offline through one of the Contractor's Texas locations.

The Contract consists of the documents stated in Section 2 Contract Documents of the TXMAS Terms and Conditions, and the attached Addendum. The attached final catalog consists of goods and pricing submitted and agreed upon by CPA and Contractor. The final catalog excludes goods and services not awarded on this TXMAS Contract, listed below. Any excluded goods and services may not be sold under the Contract.

Goods and services excluded from this TXMAS Contract:

- All services, including Value Add Services
- Sourced Products
- Custom items and special-order items

To the extent there are conflicts between the Base Contract (between National Association of State Procurement Officials (NASPO) ValuePoint and Contractor, dated September 1, 2024) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control.

Only those assumptions and exceptions specifically noted in the attached Addendum have been accepted by CPA. All other assumptions and exceptions are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. A draft of the advertisement or marketing material must be submitted to SCM for approval at spd.cmo@cpa.texas.gov.

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Contractor shall fulfill any Purchase Order issued through Texas SmartBuy pursuant to the Contract. Contractor shall not ship any products or provide services until it receives a Texas SmartBuy Purchase Order.

Contractor may accept offline orders, defined as orders placed outside the Texas SmartBuy system. Customers may order goods available under this Contract directly from the Contractor when the purchase cannot be placed through Texas SmartBuy. By the 10th day of every calendar month, Contractor must report to CPA the prior month's offline sales under the Contract. The dollar value of a sale is the price paid by the Customer for the goods. The Contractor shall report the monthly dollar value of sales electronically in the format provided by CPA. If no sales occur, the Contractor shall report no sales. The monthly offline sales report shall be submitted electronically to tsb.offline.sales@cpa.texas.gov.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

Texas Comptroller of Public Accounts

DocuSigned by:
Lisa Craven
E450165D764443C...

Lisa Craven
Deputy Comptroller

Date: 4/8/2025 | 9:29 PM CDT

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ADDENDUM
TO CONTRACT NO. TXMAS-25-45004
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
FASTENAL COMPANY

This Addendum to Contract No. TXMAS-25-45004 ("Contract") is entered into between Fastenal Company ("Contractor") and the Texas Comptroller of Public Accounts, an agency of the State of Texas (collectively referred to as "the parties").

I. Stipulations

1. To the extent there are conflicts between the Base Contract (between National Association of State Procurement Officials (NASPO) ValuePoint and Contractor, dated September 1, 2024) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control.

2. The parties further agree as follows:

   a. All services, including Value Add Services are excluded from this TXMAS Contract.
   b. Sourced Products are excluded from this TXMAS Contract.
   c. Custom and Special-Order items are excluded from this TXMAS Contract.
   d. Only those assumptions and exceptions specifically noted in this Addendum have been accepted by CPA. All other assumptions and exceptions are specifically denied. Contractor acknowledges and accepts the exceptions denial and agrees to comply with the TXMAS terms and conditions.

3. The parties further agree to amend the TXMAS Terms and Conditions as follows:

   a. TXMAS Terms and Conditions Section 30 Representations and Certifications, subsection (r) No Felony Criminal Convictions is deleted in its entirety and replaced with the following:

      (r) No Felony Criminal Convictions. Contractor represents that neither Contractor nor any of its agents, or representatives, including any subcontractors, agents, or representative of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised CPA of the facts and circumstances surrounding the convictions.

      Contractor has a continuing duty to amend, supplement, or correct this representation and warranty not later than ten days after discovering additional information relating to felony criminal convictions of Contractor. Contractor will not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from CPA.

II. Other Terms and Signatures

1. In the event of conflict between this Addendum and any other Contract document, this Addendum controls.
2. This Addendum is effective as of the effective date of the Contract as set out in the Notice of Award.

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3. The undersigned represent and warrant that they are authorized to sign this Addendum on behalf of the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By: DocuSigned by: Lisa Craven E450165D764443C...
Lisa Craven, Deputy Comptroller

Date: 4/8/2025 | 9:29 PM CDT

FASTENAL COMPANY

(Signature)

William Drazkowski
(Name)

Executive Vice President
(Title)

Date: 4/08/2025