



Request for Contract Update

Pursuant to the terms of contract number #R192001 for MRO Equipment, Supplies & Related Items/Services Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Fastenal (Contractor) hereby provides notice of the following update on this date June 5, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
X ____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary). Fastenal would like to add a new vending agreement that includes a removal fee if the vending machine is returned within 12 months. This agreement will target higher education agencies that want to have a vending machine to dispense PPE products related to COVID.

Submitted By: Zach Wise

Approved by Email: Date 6/9/2020

Title: Government Sales Manager

Denied by Email: Date N/A

Email Address: zwise@fastenal.com

DocuSigned by:
Region 4 ESC: Robert Engelmann
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VENDING ORDER FORM - HIGHER EDUCATION

This Order Form applies to FVS equipment requested by the Customer. The terms and conditions of the FAST Solutions Agreement shall be applicable to the FVS equipment ordered herein. Installation of the FVS equipment is required within 90 days from the Order Form date or this order will be subject to cancellation. Customer shall be subject to the terms of the 'End-User License Agreement' when using the FAST equipment ordered below. Due to the weight of the FAST 10000 and Sensor Locker units, the installation location of these units must be accessible with a forklift or pallet jack. ***See Product Linecard for available configurations.**

FAST Solutions Program Fees applicable to this order: *(Fees have been previously approved on the FAST Solutions Agreement)*

Monthly Software Fee Waived if Blanket PO issued for amount of Total Good Faith MSI
 Monthly Cellular Connection Fee \$10 per control board (only if a Fastenal supplied Aircard is used)

If the Good Faith MSI is not met after 12 months of installation, Fastenal reserves the right to execute the greater amount of the following actions: 1) Customer will purchase the difference between the actual annual spend and the committed Annual Spend Increase in bulk product. 2) Remove the FVS units and invoice the Customer an Early Termination Fee of \$500 per FVS Unit.

*Denotes a Machine Type with a Control Board

<u>Machine Type</u>	<u>Qty</u>	<u>Good Faith MSI per unit</u>
FAST 5000*	_____	\$2,000
FAST 3000*	_____	\$1,000
Stand Alone Controller*	_____	N/A
2 Door Vertical Locker	_____	\$1,500
2 Door Horizontal Locker	_____	\$1,500
3 Door Locker	_____	\$250
4 Door Locker	_____	\$1,500
12 Door Locker	_____	\$250
18 Door Locker	_____	\$1,500
27 Door Locker	_____	\$1,800
30 Door Locker	_____	\$1,900
36 Door Locker	_____	\$2,100
FAST 2000CT*	_____	\$500
FAST 4000CT*	_____	\$1,000
Outdoor Locker*	_____	\$750
Outdoor Locker 12 Add-on	_____	\$750
FAST 10000 Single Door*	_____	\$2,500
FAST 10000 Combo*	_____	\$2,500
FAST 10000 Drawer Unit*	_____	\$3,000
18 Door Sensor Locker*	_____	\$2,500
24 Door Sensor Locker*	_____	\$2,700
27 Door Sensor Locker*	_____	\$3,000
FAST 10000 9 Drawer*	_____	\$4,200

Customer Information: All information below is required before the FAST equipment requested on this order form can be ordered.

Existing Customer Account Number: _____

Required Vending Account Number: _____

Name of Customer: _____

Physical Address FAST unit(s): _____

City, ST, Zip: _____

Customer Contact Name: _____

Customer Contact Email: _____

Customer Contact Phone: _____

Customer Signature (X) _____

Fastenal DM Signature(X) _____

Name _____

Name _____

Date _____

Date _____

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AGREEMENT – HIGHER EDUCATION – STANDARD VENDING ONLY

This Agreement is made by and between _____ ("Customer") located at _____ and Fastenal Company, 2001 Theurer Blvd. Winona, MN 55987 ("Fastenal" herein). This Agreement will replace and supersede any prior agreements applicable to Fastenal's FAST Solutions program (FVS units or FVS equipment) utilized by the Customer effective on the date signed below.

Customer hereby grants exclusively to Fastenal the right to install FVS equipment within Customer's facility pursuant to an Order Form. An Order Form can be used at any time during the course of this Agreement unless the Agreement has been terminated before the order date. Customer and FASTENAL understand and agree that the terms and conditions of this Agreement shall be applicable to the FVS equipment ordered and installed at Customer's facility with the address indicated on the Order Form. Fastenal also agrees to be responsible for all standard maintenance and repair of the FVS units, excluding damage or destruction caused by Customer negligence, weather events, vandalism, or theft (however, Customer's liability shall not exceed \$10,000 per unit). Fastenal will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation, removal and operation of the FVS equipment.

- 1) **Term:** This Agreement will be effective on the date signed below and will continue until sixty (60) days advance written notice of termination is received by either party. In the event of termination, Customer shall allow Fastenal reasonable access to the Customer's premises for FVS equipment removal.
- 2) **Ownership and Default:** Fastenal will maintain full and exclusive ownership of all FVS equipment. Failure of Customer to comply with the terms of this Agreement or timely pay invoices will be considered a default and Fastenal has the right to terminate and remove the FVS equipment from Customer site, at Fastenal's discretion, with not less than five (5) business days' written notice of default.
- 3) **Equipment:** Customer shall provide the physical space required for the FVS equipment requested via the Order Form. Customer acknowledges that some FVS equipment types have specific requirements and those requirements will be stated on the Order Form. All FVS equipment will be stocked with Fastenal distributed products only, unless otherwise approved by Fastenal in writing.

Fastenal's FVS equipment is not NFPA rated and Customer waives any claims against Fastenal pertaining to Customer's decision to stock hazardous materials in the FVS equipment.
- 4) **Connectivity:** Customer shall timely provide all electrical and internet connections required for operation at no cost to Fastenal. If a Fastenal supplied Aircard is used to establish an internet connection for the FVS units, Customer will be subject to a monthly fee as referenced under FAST Solutions Program fees. Customer agrees that Fastenal will not be responsible or liable for any delays, interruptions, defaults or outages with the Aircard internet connection. The Aircard connection must be utilized only in connection with the FVS equipment and Fastenal will not be responsible or liable for any unauthorized use of the Aircard connection by Customer.
- 5) **Product Pricing:** Prices are subject to Contract # _____ (please indicate what Govt. contract customer is utilizing) with _____ (please indicate what entity holds this contract). If unknown or not utilizing a contract, Customer can fill in "N/A". Prices for dispensed items may be negotiated to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.
- 6) **Taxes:** Customer is responsible for any state, federal, provincial and local sales and use taxes related to the products dispensed from the FVS equipment and any applicable Software Fees (unless the Customer is tax-exempt).
- 7) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without FASTENAL's written permission.

8) **Purchase Commitment:** Parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS units in accordance to the Good Faith MSI (Monthly Spend Increase) as indicated on the Order Form. If the Good Faith MSI is not met after 12 months of installation, Fastenal reserves the right to execute the greater amount of the following actions:

- Customer will purchase the difference between the actual annual spend and the committed Annual Spend Increase in bulk product.
- Remove the FVS units and invoice the Customer the Early Termination Fee referenced in Section 9.

9) **FAST Solutions Program Fees:** Customer will pay Fastenal the following fees:

Monthly Software Fee	Waived if Blanket PO issued for amount of Total Annual Spend Increase
Monthly Cellular Connection Fee	\$10 per control board (only if a Fastenal supplied Aircard is used)
Early Termination Fee	\$500 per FAST Unit if removed within the first 12 months after install

Any applicable fees listed above will be invoiced on the first day of the month following installation of each FAST unit and monthly thereafter. All Fees are in US dollars and are non-refundable.

10) **Payments:** Payment terms for products sold thru FVS equipment and any applicable FAST Solutions Program Fees shall be at the Customer’s current payment terms. FASTENAL will invoice Customer weekly for products stocked in the FVS equipment (**non-consignment**).

11) **Limitation of Liability:** In no event will either party be liable for any special, indirect, incidental, consequential or exemplary damages in connection with or arising out of this Agreement, including, but not limited to, damages for injuries to persons or property or loss of profits or loss of future business or reputation, whether based on tort or breach of contract or other basis, even if it has been advised of the possibility of such damages.

12) Customer will be subject to the terms of the ‘End-User License Agreement’ when using specific FVS equipment as noted on the Order Form. Fastenal will not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of the Customer’s use of the FVS equipment. Fastenal’s maximum liability and Customer’s sole remedy will be the refund of the Fees paid by Customer during any prior twelve month period under this agreement. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns. This agreement will be governed and interpreted under the laws of the State of Minnesota. Parties certify authority to enter into this agreement.

EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND HEREBY EXECUTES THE SAME.

Customer
Signature (X) _____

Fastenal DM
Signature(X) _____

Name _____

Name _____

Date _____

Date _____

Fastenal Servicing Branch _____