

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Fastenal Company  
2001 Theurer Blvd.  
Winona, MN 55987

**FIRST AMENDMENT  
TO  
CONTRACT NO. 01018  
FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND INDUSTRIAL SUPPLIES**  
Administered by the State of Oregon (hereinafter "Lead State")

**MASTER AGREEMENT  
Master Agreement No: 8497  
(Dated April 25, 2018)**

This First Amendment ("Amendment") to Contract No. 01018 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Fastenal Company, a Minnesota corporation ("Contractor") and is dated as of October 29, 2019.

**RECITALS**

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in a cooperative purchasing agreement for the procurement of goods or services and to make such competitively solicited procurement contract resulting therefrom available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. The Parties have not previously amended the Contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

- 1. SECTION 3.3 CONTRACTOR AUTHORITY AND INFRINGEMENT. Is hereby amended by deleting Category 3 for Lamps, Ballasts, Fixtures, in order for vendors to sell this category until a new Master Contract for Lamps and Ballasts is effective.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.


3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FASTENAL COMPANY,  
A MINNESOTA CORPORATION**

By:   
Name: William Drazkowski  
Title: EVP of Sales  
Date: 10/23/2019

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Alexander Kenesson  
Title: Procurement Supervisor  
Date: 10/23/19