

MASTER AGREEMENT # 6486

EXHIBIT A

FORM PARTICIPATING ADDENDUM

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**PARKS & RECREATION EQUIPMENT  
AND RELATED SERVICES**

Lead by the State of Oregon

Master Agreement #: 6486

Contractor: **PS COMMERCIAL PLAY, LLC DBA PLAY AND PARK  
STRUCTURES (Contractor)**

Participating Entity: **STATE OF MONTANA**

The following Goods or services are included in this Addendum:

The following goods are included in this Addendum:

All goods and accessories listed on the Contractor page of the NASPO ValuePoint website are included in this addendum.

The following services are not included in this Addendum:

Installation is not included in this addendum.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the **Parks & Recreation Equipment and Related Services** led by the State of Oregon for use by state agencies and other entities located in the Participating State of Montana authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Montana. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	MATT MITCHELL
Address:	401 CHESTNUT STREET - CHATTANOOGA, TN 37402
Telephone:	423. 425. 3165
Fax:	423. 648. 5572
Email:	MMITCHELL@PLAYANDPARK.COM

Participating Entity

Name:	Rhonda R. Grandy
Address:	125 N Roberts, Room 165 Mitchell Bldg, Helena, MT 59620
Telephone:	406-444-3320
Fax:	406-444-2575
Email:	rhgrandy@mt.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

[xxxx] The following changes are modifying or supplementing the Master Agreement terms and conditions.

**ACCESS AND RETENTION OF RECORDS:** Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (18-1-118, MCA.)

**ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:** Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.)

**CHOICE OF LAW AND VENUE:** Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the negligent acts or omissions of Contractor and/or its agents, employees,

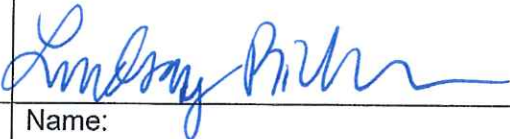
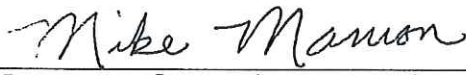
representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Montana as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Montana	Contractor:
Name: Cheryl Grey	Signature: 
Signature:	Name: Lindsay Richardson
Title: Administrator State Financial Services Division	Title: Sr. VP / Business Unit Manager
Date:	Date: 1/24/17
Approved as to Legal Content: 	
Date: 12-20-2016	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org