

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT

O'Reilly Automotive Stores Inc. dba O'Reilly Auto Parts
Master Agreement No: 09000006747
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

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1. **Scope:** This addendum covers the *Immediate Need Aftermarket Automotive Parts* led by the State of Oklahoma for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Cooperative Purchasing:** Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.
4. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)
5. **Additional Terms:** The State of Montana (State) would like the following clauses included in the final contract(s). In instances where there are contradictory statements, the language herein shall dictate.
6. **Access and Retentions of Records:** Upon reasonable notice Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (18-1-118, MCA.)
7. **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.)
8. **Compliance with the 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

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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.

9. 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.)

10. 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 acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

11. 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 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

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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.

12. Annual Reporting Requirements: By July 31st of each year, contractors shall report annual purchases by agency. Each report shall contain the product description, total quantity sold/delivered, total dollars expended, and the purchasing agency. Annual reports shall reflect purchases for the previous 12 month period beginning on July 1st and ending on June 30th. The first report under this contract will be due on or before July 31, 2017. The report should reference Master Agreement No: 09000006747.

13. Lease Agreements: Reserved

14. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	David Stoecklein
Address	233 South Patterson Ave, Springfield, MO 65802
Telephone	(417) 851-5915
Fax	(417) 874-7199
E-mail	dstoecklein@oreillyauto.com

Contractor

Name	Chris George
Address	233 South Patterson Ave, Springfield, MO 65802
Telephone	(417) 862-2674, Ext. 10807
Fax	(800) 925-0899
E-mail	cgeorge@oreillyauto.com

Participating Entity

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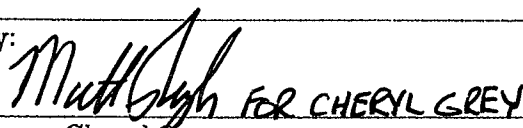
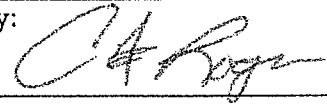
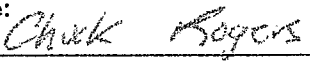
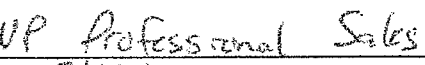
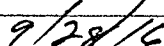
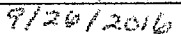
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Name	Carrie Schell	
Address	125 North Roberts St., Helena, MT 59620	
Telephone	406-444-3319	
Fax	406-444-2529	
E-mail	cschell@mt.gov	

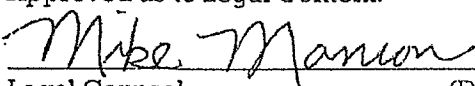
15. Subcontractors: All O'Reilly Auto Parts dealers and resellers authorized in the State of Montana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The O'Reilly Auto Parts dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

16. 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 State: Montana	Contractor: O'Reilly Auto Parts
By: 	By: 
Name: Cheryl Grey	Name: 
Title: Administrator	Title: 
Date: 	Date: 

Approved as to Legal Content:

 9/15/2016
 Legal Counsel (Date)