

# STATE OF MONTANA TERM CONTRACT

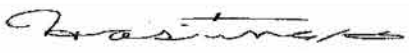
Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://gsd.mt.gov/>

**T.C. #: 082114 PTA**  
**Title: Indoor-Outdoor Athletic Surfacing with Related Equipment Products,  
 Supplies, Installation and Services**  
**NJPA Cooperative Purchasing**

CONTRACT TERM	FROM	September 16, 2014	CONTRACT STATUS	NEW (x)
	TO	September 16, 2019		RENEW ( )
VENDOR ADDRESS	Porter Athletic 601 Mercury Drive Champaign, IL 61822		ORDER ADDRESS	
ATTN:	Dan Powell		ATTN:	
PHONE:	(217) 367-8438 ext. 509		PHONE:	
FAX:	(217) 239-2218		FAX:	
E-MAIL:	dpowell@porterathletic.com		E-MAIL:	

PRICES: Per Contract Agreement  
 DELIVERY: Per Contract Agreement  
 F.O.B.: Per Contract Agreement  
 TERMS: Per Contract Agreement

REMARKS: \*\*\*FOR UNIVERSITY USE ONLY\*\*\*

IFB/RFP No.: 082114	 TIA SNYDER, CONTRACTS OFFICER	DATE: 10/03/2018
<b>AUTHORIZED SIGNATURE</b>		

**PARTICIPATING ADDENDUM**  
**NJPA Cooperative Purchasing**  
**Indoor-Outdoor Athletic Surfacing with Related Equipment Products,**  
**Supplies, Installation and Services**

MASTER AGREEMENT  
Porter Athletic  
(hereinafter "Contractor")  
Contract Number: 082114 PTA  
And  
Montana University System  
(hereinafter "Participating Entity")

Page 1 of 4

1. Scope: This addendum covers the NJPA Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services for use by the Participating Entity, including all state universities and colleges therein.

2. Participation: Use of specific cooperative contracts by the Participating Entity is authorized by the State of Montana's statutes and is 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. Participating Entity Modifications or Additions to Master Agreement:

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**HOLD HARMLESS/INDEMNIFICATION:** The 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 the 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 the 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 in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

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Page 2 of 4

**VENUE:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, 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. (Section 18-1-401, MCA.)

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Dan Powell, Porter Athletic
Address	601 Mercury Drive Champaign, IL 61822
Telephone	217-367-8438 ext. 509
Fax	217-239-2218
E-mail	dpowell@porterathletic.com

Participating Entity

Name	Tom Hastings, State Procurement Office, State of Montana
Address	125 North Roberts, Rm 165 Helena, MT 59620
Telephone	406-444-0338
Fax	406-444-2529
E-mail	thastings@mt.gov

Participating Entity

Name	Brian O'Connor, Montana State University
Address	PO Box 172600, Bozeman, MT 59717-2600
Telephone	406-994-5016
Fax	406-994-3000
E-mail	boconnor@montana.edu

Participating Entity

Name	Robert Hlynosky, University of Montana
Address	32 Campus Dr. MS 2304, Missoula, MT 59812
Telephone	406-243-5595
Fax	
E-mail	Bob.Hlynosky@mso.umt.edu

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Page 3 of 4

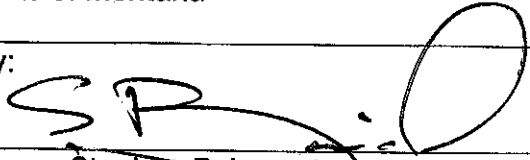

This Participating Addendum and the Master Agreement number 082114 PTA together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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Page 4 of 4

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

Participating Entity: State of Montana	Contractor: Porter Athletic
By: 	By: 
Name: Stephen Baiamonte	Name: Dan Powell
Title: Administrator, General Services Division	Title: National Sales Manager
Date: 23 FEB 2015	Date: 2/18/15