

# 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>

**Title: NASPO Snowplow Cutting Edges  
Kennametal, Inc. - #30222**

CONTRACT TERM	FROM	February 2, 2016	CONTRACT STATUS	NEW (XX)
	TO	October 02, 2017		RENEW ( )
VENDOR ADDRESS	Kennametal, Inc. P O Box 231 Latrobe, PA 15650		ORDER ADDRESS	
ATTN:	Cary Ritchey		ATTN:	
PHONE:	800-564-9489		PHONE:	
FAX:	814-623-4497		FAX:	
E-MAIL:	Cary.ritchey@kennametal.com		E-MAIL:	

PRICES: Per attached link: <http://www.naspovaluepoint.org/#/contract-details/63/overview/general>

DELIVERY: Per attached link: <http://www.naspovaluepoint.org>

F.O.B.: Per attached link: <http://www.naspovaluepoint.org>

TERMS: 30 days Net

REMARKS: Current pricing schedules may be viewed by going to <http://www.naspovaluepoint.org/#/contract-details/63/contractor> .

IFB/RFP NO.: N/A

  
Carrie Schell, Contracts Officer

**AUTHORIZED SIGNATURE**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Snowplow Cutting Edges**  
**Administered by the State of Vermont (hereinafter "Lead State")**

MASTER AGREEMENT  
Kennametal, Inc.  
Master Agreement No: 30222  
(hereinafter "Contractor")

And

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

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1. Scope: This addendum covers the Snowplow Blade Cutting Edges led by the State of Vermont 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 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: 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 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

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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.

12. Annual Reporting Requirements: By July 31<sup>st</sup> 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 1<sup>st</sup> and ending on June 30<sup>th</sup>. The first report under this contract will be due on or before July 31, 2017. The report should reference Master Agreement No: 30222.

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

Contractor

Name	Cary Ritchey
Address	442 Chalybeate Road
Telephone	800-564-9489
Fax	814-623-4497
E-mail	cary.ritchey@kennametal.com

Participating Entity

Name	Carrie Schell
Address:	PO Box 200135, Helena MT 59620-0135
Telephone	406-444-3319
Fax	406-444-2529
E-mail	cschell@mt.gov

14. Subcontractors: All Kennametal, Inc. dealers and resellers authorized in the State of Montana, as shown on the dedicated Kennametal, Inc. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement.

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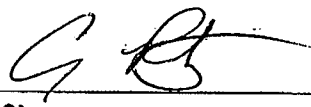
The State of Montana  
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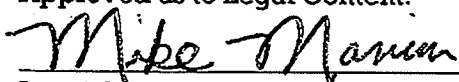
The Kennametal, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

15. 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:	Contractor: <b>Kennametal Inc.</b>
By: 	By: 
Name: Cheryl Grey	Name: Cary D. Ritchey
Title: Administrator	Title: Sales Manager - Specialty Products
Date: August 11, 2016	Date: August 18, 2016

Approved as to Legal Content:

 8/16/2016  
 Legal Counsel (Date)