PARTICIPATING ADDENDUM
NASPO VALUEPOINT
TRAINING SERVICES FOR PROCUREMENT PROFESSIONALS
Administered by the Commonwealth of Virginia (hereinafter "Lead State")

Master Agreement No: E194-73092-MA2193
OfficePro, Inc.
(hereinafter "Contractor")

And

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

1. Scope: This is an addendum for the Training Services for Procurement Professionals Master Agreement led by the Commonwealth of Virginia 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 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. Participating State/Entity Modifications or Additions to Master Agreement: These modifications or additions apply only to actions and relationships within the Participating Entity.

   Participating State/Entity must check one box:

   [__] No changes to the terms and conditions of the Master Agreement are required

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

   Following are additional terms specific to the State of Montana:

   Access to Records. Contractor shall provide Participating 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 Participating State's prior written consent. (18-4-141, MCA) Contractor is responsible to Participating State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and Participating State under this Contract.

   Choice of Law and Venue. Montana law governs this PADD. The parties agree that any litigation concerning this PADD 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

   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.

Hold Harmless/Indemnification. Contractor agrees to protect, defend, and save Participating 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 Participating State, under this Contract.

Reduction of Funding. Participating State must by law terminate this Contract if funds are not appropriated or otherwise made available to support Participating 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, Participating State shall terminate this Contract as required by law. Participating State shall provide Contractor the date Participating State's termination shall take effect. Participating 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, Participating State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date Participating State's termination takes effect. This is Contractor's sole remedy. Participating 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.

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

SUPPLIER

Name	Aaron Udler
Address	8 Granite Place, #26, Gaithersburg, MD 20878
Telephone	301-468-3312
Fax	301-263-6879
E-mail	Aaron.udler@officeproinc.com

PARTICIPATING ENTITY

Name	Penny Moon
Address	State Procurement Bureau PO Box 200135 Helena MT 59620-0135
Telephone	406-444-3313
Fax	406-444-2529
E-mail	pmoon@mt.gov

5. Orders: Any Order placed by a Participating State/Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale 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: (Name)	Contractor: OfficePro, Inc.
By:	By:
Name: Cheryl Grey	Name:
Title: Administrator State Financial Services Division	Title: President
Date: 10/12/16	Date: 10/5/16

For questions on executing a participating addendum, please contact:

NASPO VALUEPOINT

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]