

**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**FACILITIES MRO Contracts**  
**Administered by the State of Nevada (hereinafter "Lead State")**  
**MASTER PRICE AGREEMENT**  
**MSC Industrial Supply Company**  
**Nevada Contract Number: 1862**

MSC Industrial Supply Company  
And  
**STATE OF MONTANA**

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1. **Scope:** This addendum covers the WSCA Facilities MRO Contracts lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for **all categories and for all states (entities)** authorized to use Master Price Agreement 1862.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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 Modifications or Additions to Master Price 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.)

**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.)

**VENUE:** The parties agree that any litigation concerning 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. **Lease Agreements:**

**Lease Agreements Are NOT Authorized By This Contract**

5. **Primary Contacts:** The primary government contact individual for this participating addendum are as follows (or their named successors):

**Lead State**

**Name:** Gail Burchett

**Address:** Nevada Department of Administration, Purchasing Division,

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**Telephone:** 515 E. Musser Street Suite 300, Carson City, NV 89701  
(775) 684-0172  
**Fax:** (775) 684-0188  
**E-mail:** [gburchet@purchasing.state.nv.us](mailto:gburchet@purchasing.state.nv.us)

**Contractor**

**Name:** David Ottenstein, State Government Team Manager  
**Address:** MSC Industrial Supply Company, 75 Maxess Road  
Melville, New York 11747  
**Telephone:** (904) 519-6002  
**Fax:** (904) 519-9003  
**E-mail:** [ottenstd@mscdirect.com](mailto:ottenstd@mscdirect.com)

**Participating State of Montana**

**Name:** Rhonda R. Grandy  
**Address:** 125 North Roberts, Room 165 Mitchell Bldg  
Helena, MT 59620  
**Telephone:** 406-444-3320  
**Fax:** 406-444-2529  
**E-mail:** [rhgrandy@mt.gov](mailto:rhgrandy@mt.gov)

**6. Subcontractors:**

**NO servicing subcontractors are permitted under this contract.**

**7. Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: 1862.

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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

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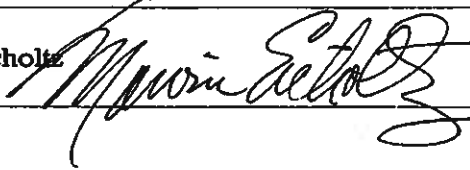
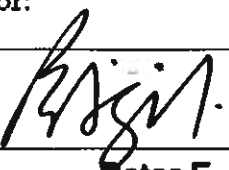
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this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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

Participating State/Entity: State of Montana	Contractor:
By: Marvin Eicholz 	By: 
Name:	Name: <b>Peter E. Biagioli</b> <b>Vice President</b>
Title: Administrator, General Services Division	Title: <b>National Accounts &amp; Government</b>
Date: 3/21/2011	Date: 4/1/11