

**CONTRACT AMENDMENT NO. 2
CONTRACT FOR CATTLE VIDEO AUCTION SERVICES
CONTRACT # COR15-3178A**

This CONTRACT AMENDMENT # 2 is to amend the above-referenced contract between the State of Montana, Department of Corrections, Montana Correctional Enterprises (MCE) Ranch (STATE), whose address and phone number are 350 Conley Lake Road, Deer Lodge, MT 59722, (406) 846-1320 and Superior Livestock Auction (CONTRACTOR), whose address and phone number are 4350 Stoddard Lane, Dillon, MT 59725, (406) 925-1234. This Contract is amended for the following purpose(s):

- 1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period May 15th, 2018, through May 14th, 2020, per the terms, conditions, and prices agreed upon. This is the second renewal, fourth and fifth year of the Contract.

Except as modified above, all other terms and conditions of Contract COR15-3178A remain unchanged.

**STATE OF MONTANA
Department of Corrections
Montana Correctional Enterprises
350 Conley Lake Road
Deer Lodge, MT 59722**

**SUPERIOR LIVESTOCK AUCTION
4350 Stoddard Lane
Dillon, MT 59725
FEDERAL ID # 75-2148734**

BY: Gayle Butler Administrator
(Name/Title)

BY: Seth Stoddard Representative
(Name/Title)

DocuSigned by:
Gayle Butler
050F0626F7E44A1...
(Signature)

DocuSigned by:
Seth Stoddard
0E4783A9129E40B...
(Signature)

DATE: 5/14/2018

DATE: 5/8/2018

Approved as to Legal Content:

DocuSigned by:
Colleen Ambrose 5/6/2018
FFF888078043447...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
Jeni Maakad 4/24/2018
7906D292860C4B4...
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT NO. 1
CONTRACT FOR CATTLE VIDEO AUCTION SERVICES
CONTRACT #COR15-3178A**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, Montana Correctional Enterprises (MCE) Ranch (STATE), located at 350 Conley Lake Road, Deer Lodge, MT 59722, and Superior Livestock Auction (CONTRACTOR), located at 4350 Stoddard Lane, Dillon, MT 59725, telephone number 406-925-1234. This Contract is amended for the following purposes:

- 1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period May 15, 2016, through May 14, 2018, per the terms, conditions, and prices agreed upon. This is the first renewal, second year of the Contract.

Except as modified above, all other terms and conditions of Contract COR15-3178A remain unchanged.

**STATE OF MONTANA
Department of Corrections
Montana Correctional Enterprises
350 Conley Lake Road
Deer Lodge, MT 59722**

**SUPERIOR LIVESTOCK AUCTION
4350 STODDARD LANE
DILLON, MT 59725**

FEDERAL ID # 75-2148734

BY: Gayle Lambert
(Name/Title)

BY: Seth Stoddard SLA Rep
(Name/Title)

Gayle M Lambert
(Signature)

Seth Stoddard
(Signature)

DATE: 4/25/2016

DATE: 3-15-16

Approved as to Legal Content:

Collen Ambrose 4-5-16
Legal Counsel (Date)

Approved as to Form:

Lia Snyder 5/3/16
Procurement Officer (Date)
State Procurement Bureau

CATTLE VIDEO AUCTION SERVICES
COR15-3178A

THIS CONTRACT is entered into by and between the *State of Montana, Montana Department of Corrections, Montana Correctional Enterprise (MCE) Ranch* (State), whose address and phone number are 350 Conley Lake Road, Deer Lodge, MT 59722, 406-846-1320 and *Superior Livestock Auction*, (Contractor), whose address and phone number are 4350 Stoddard Lane, Dillon, MT 59725 and 406-925-1234.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is *May 15, 2015*, or upon contract execution, through *May 14, 2016*, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

1.2 Contract Renewal. The State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value. Contractor and the State agree that costs for commission and consignment fees shall be valid for the initial term of the contract. Any cost changes by the Contractor must be requested in writing at least 60 days prior to the end of the contract period, with justification, and accepted by the State prior to implementation. All requests for increases must be directly related to livestock video auction costs or due to changes in the livestock industry.

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide video auction services to the State for the sale of its cattle. The Contractor will provide all aspects of marketing the cattle, filming the cattle, representing and selling the cattle via video auction (or internet auction or internet listing), and assisting in the sorting and loading of cattle sold through the video auction medium. The Contractor will work with the State in determining the best time to market cattle to obtain the most favorable sales price.

The State will not guarantee that its cattle will be sold through the video auction medium. The State reserves the right to sell cattle through previously used sale mechanisms which include a written sealed bid basis or sales at local auction yards. The use of alternative sales mechanisms by the State will be dependent on cattle numbers, market review, and decisions by the State. Any sales of cattle through the video auction medium will be exclusively through the Contractor.

The State will be responsible for notifying the Contractor when cattle are available for sale. The State will provide information regarding livestock numbers, types of cattle, weights, and anticipated sale time. The State will provide staff to assist the Contractor in the filming and test weighing of the cattle as determined by the State and Contractor. The State will ensure that cattle weighing scales are properly maintained and certified.

The State will make staff available at the time of video auction either in person or via telephone to finalize the sale. The State will provide staff for sorting, weighing, and loading of sold cattle. The State will not be responsible for any costs associated with shipment of any cattle sold through the video auction medium.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the Cattle Video Auction Services to be provided, the State shall pay Contractor according to the following schedule:

5.1.1 In consideration for the video auction medium services to be provided, the State shall pay the Contractor according to the following commission and consignment terms:

Commission rate for cattle sold on the video auction is 2% for feeder cattle and 3% for breeding stock of the gross proceeds of the sale

A commission fee is \$3.00 per head for feeder cattle and \$5.00 per head for breeding stock that the State decides to "No Sale" during an auction.

5.1.2 The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5.1.3 Weighing conditions slide and additional sale terms are all determined by the State and Contractor representative prior to any sale of cattle and are stated in the Contractor's consignment contract. All bidders will bid on the cattle with the terms as stated by the State in the consignment contract.

5.1.4 The Contractor will provide the State with an advance payment of \$30.00 per head, by check, upon the sale of the cattle with funds drawn from the Contractor's banking account. At the time of pickup of cattle the Contractor will make final settlement to the State, by check drawn from Contractor's banking account, of the balance of the purchase price, less the commission and any lawful charges. The Contractor will maintain bonding under the provisions of the Packers and Stockyards Act of 1921 during the term of the contract.

5.2 Reference to Contract. The contract number MUST appear on all receipts and payments, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

6. EXCLUSIVE CONTRACT

The intent of this contract is to provide the Department with an expedited means of procuring supplies and/or services. This contract is considered to be an "Exclusive" use contract and the Department must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State

Procurement Bureau does not guarantee any minimum usage totals and it is the Department's responsibility to comply with the terms of the contract.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 23, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

7.2 Retention Period. Contractor shall create and retain all records supporting the *Cattle Video Auction Services* provided for a period of eight years after either the completion date of this contract or termination of the contract.

8. 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.) Contractor is responsible to the 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 the State under this contract.

9. 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 contract.

10. REQUIRED INSURANCE

10.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general

supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

10.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

10.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

10.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

12. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, 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. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, 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 upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

13. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

14. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

15. CONTRACT TERMINATION

15.1 Termination for Convenience. The State may, by written notice to Contractor, terminate this contract without cause and without incurring liability to Contractor. The State shall give notice of termination to Contractor at least 30 days before the effective date of termination. The State shall pay Contractor only that amount, or prorated portion thereof, 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.

15.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

15.3 Reduction of Funding. The State must by law 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 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.

16. EVENT OF BREACH – REMEDIES

16.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval or breaching Section 21.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

16.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

16.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 15.1 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, Contractor may:

- terminate this contract under Section 15.2 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

17. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

18. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

19. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

20. LIAISONS AND SERVICE OF NOTICES

20.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Ross Wagner is the State's liaison.
350 Conley Lake Road
Deer Lodge, MT 59722
Telephone: 406-846-1320 x2322

Fax: 406-846-2957
E-mail: RWagner2@mt.gov

Seth Stoddard is Contractor's liaison.
4350 Stoddard Lane
Dillon, MT 59725
Telephone: 406-925-1234
Fax: 406-683-5366
E-mail: stodcattleco@gmail.com

20.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

20.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

21. MEETINGS

21.1 Technical or Contractual Problems. Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

21.2 Progress Meetings. During the term of this contract, the State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the State's progress in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

21.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the State, about which Contractor knew or reasonably should have known with respect to the period during the term

covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

21.4 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

22. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

23. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this 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.

24. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

25. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

26. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

27. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

27.1 Contract. This contract consists of 9 numbered pages, any Attachments as required, Solicitation #IFB15-3178A, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

27.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

28. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

29. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
MONTANA DEPARTMENT OF CORRECTIONS
MONTANA CORRECTIONAL ENTERPRISE
350 CONLEY LAKE ROAD
DEER LODGE, MT 59722

SUPERIOR LIVESTOCK AUCTION
4350 STODDARD DRIVE
DILLON, MT 59725
FEDERAL ID # 75-2148734

BY: Gayle M. Lambert
(Name/Title) Administrator

BY: Seth Stoddard Rep
(Name/Title)

Gayle M Lambert
(Signature)

Seth Stoddard
(Signature)

DATE: _____

DATE: 5-19-15

Approved as to Legal Content:

Robert Liskman 4/30/15
Legal Counsel (Date)

Approved as to Form:

Jeannie Lake 4/21/2015
Jeannie Lake, Procurement Officer (Date)
State Procurement Bureau