STATE OF MONTANA VENDOR 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

V.C. #: JUS15-2958R
Title: YOUTH CUSTODY COMPLIANCE MONITOR FOR MONTANA BOARD OF CRIME CONTROL

CONTRACT TERM	FROM	September 15, 2014	CONTRACT STATUS	NEW (XX)
	TO	June 30, 2015		RENEW ( )
VENDOR ADDRESS	Mike Ferriter 5 Karrah Road Clancy, MT 59634		ORDER ADDRESS	
ATTN:	Mike Ferriter		ATTN:	
PHONE:	406-475-5357		PHONE:	
FAX:			FAX:	
E-MAIL:	bmferriter@gmail.com		E-MAIL:	

PRICES: Per Contract

DELIVERY: Per Contract

F.O.B.: Per Contract

TERMS: Per Contract

REMARKS:

IFB/RFP NO.: 15-2958R

Rhonda R. Grandy, Contracts Officer

Date: 10/8/14

AUTHORIZED SIGNATURE

YOUTH CUSTODY COMPLIANCE MONITOR

JUS15-2958R

THIS CONTRACT is entered into by and between the State of Montana, Department of Justice, Board of Crime Control, (State), whose address and phone number are PO Box 201408, Helena, MT 59620-1408 and 406-444-2632 and Mike Ferriter, (Contractor), whose address and phone number are 5 Karrah Road, Clancy, MT 59634 and 406-475-5357.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is September 15, 2014, (or upon contract execution), through June 30, 2015, 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 one-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

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.

3. SERVICES

Contractor shall supply to the State the following services:

- Written documentation of current law enforcement departments' and secure facilities' classification, practices, and written policies and procedures for the purpose of processing and placement of juveniles by public authority within Montana;
- Written documentation of the results of on-site verification to ensure that self-reported compliance data are complete, accurate, and supported by adequate documentation in local files for:
  - 100% of the most recent twelve months of youth records in the files of adult jails and lock-ups; and
  - a random sample of at least 10% of the most recent twelve months of youth records in the files of juvenile correctional, juvenile detention, and approved co-located facilities.
- Assurance that youth are held and processed in compliance with all current state and federal laws, administrative rules/regulations, policies and procedures relevant to the holding of juveniles in juvenile correctional facilities, juvenile detention facilities, co-located facilities, adult jails, adult lock-ups, adult prisons, non-licensed co-located detention facilities, and non-secure holdover programs.

Count of Current Facilities by Classification		
Facility Classification	**Current Facility Count**	**Current Annual Number of Onsite Visits/Reports**
Law Enforcement	54	18
Juvenile Correctional Facility	2	2
Juvenile Secure Detention	4	4
Approved Co-located	2	2
Lockup	17	5.66
Jail	41	13.66
Adult Prisons	1	.33
Current Totals	**121**	**45.65**

For additional information regarding monitoring facilities under the JJDP Act of 2002, go to: http://www.ojjdp.gov/compliance/guidancemanual2010.pdf.

DUTIES

Services being sought and their related performance measures include:

1. Annual on-site monitoring/classification visits conducted in accordance with current federal and state law, rules, regulations, policy and procedures, to a minimum of one-third of the facilities currently classified as: an adult jail, adult lockup; adult prison, unapproved co-located facilities, and law enforcement departments without secure holding facilities and education provided to associated law enforcement professionals in regards to federal and state rules, regulations and statutes pertaining to youth in custody.

   Performance measures:
   - Delivery of an appropriate, fully completed MBCC monitoring/classification form documenting the results of the on-site monitoring visit, with required signatures and requested documentation attached for each monitoring performed to MBCC.
   - Delivery of a copy of MBCC's original monitoring/classification forms and accompanying materials for monitoring/classification visits to county facilities to the Risk Manager for the Montana Association of Counties (MACo);
   - The most recent monitoring/classification report on file with MBCC shall be no more than three years old. *A facility that is currently classified in this category with an on-site monitoring that was last monitored three or more years before the current date shall be considered overdue.*
   - Law enforcement and detention personnel shall be knowledgeable about federal and state rules, regulations and statutes as they pertain to youth in custody;
   - Violations of state and federal law pertaining to youth in custody shall be rare and not become a custom or practice.

2. Annual on-site monitoring/classification visits conducted in accordance with current federal and state law, rules, regulations, policy and procedures to every facility currently classified as a: juvenile correctional facility, juvenile detention facility, or co-located facility and education provided to associated law enforcement professionals in regards to federal and state rules, regulations and statutes pertaining to youth in custody.

   Performance measures:
   - Delivery of an appropriate, fully completed MBCC monitoring/classification form documenting the results of the on-site monitoring visit, with required signatures and requested documentation attached for each monitoring performed to MBCC.
   - Delivery of a copy of MBCC's original monitoring/classification forms and accompanying materials for monitoring visits to county facilities to the Risk Manager for the Montana Association of Counties (MACo);

- The most recent monitoring/classification report on file shall be no more than one year old. *A facility that is currently classified in this category with an on-site monitoring that was last monitored one or more years before the current date shall be considered overdue.*
- Law enforcement and detention personnel shall be knowledgeable about federal and state rules, regulations and statutes as they pertain to youth in custody;
- Violations of state and federal law pertaining to youth in custody shall be rare and not become a custom or practice.

3. Additional on-site visits as requested by MBCC to monitor/classify newly identified or constructed facilities; investigate alleged violations; or provide training.

   Performance measures:
   - Delivery of written request by MBCC.
   - Deliver within 90 days of request, an appropriate and completed:
     - MBCC monitoring/classification form documenting the results of the requested on-site monitoring/classification visit fully completed with required signatures and requested documentation attached for each monitoring/classification performed;
     - or report documenting steps taken to investigate the allegations with required signatures and documentation of findings attached; or
     - Peace Officer Standard and Training (POST) accredited training curriculum, agenda complete with date(s), time and location of the training; and copies of the training roster and evaluations from the training.

4. Additional on-site visits as requested by the compliance monitor to follow-up on implementation of monitor-requested MBCC approved changes in facility practices, policies, procedures or physical changes to the facility.

   Performance measures:
   - Delivery of written request by compliance monitor that includes a due date for the on-site visit. On-site visits not completed by the stated due date shall be considered overdue.
   - Delivery of an appropriate and completed report setting forth the reasons for the follow-up visit fully completely with required signatures and requested documentation of findings attached.

5. Attendance at any training identified by MBCC as necessary to obtain/update knowledge about state or federal and state rules, regulations and statutes as they pertain to youth in custody or MBCC reporting forms/formats.

   Performance measures:
   - Delivery of written request by MBCC to attend training that specifies the date(s), time, and location of the training.
   - Confirmation by the trainer that the compliance monitor attended the training.

4. WARRANTIES

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 youth custody compliance monitoring services to be provided, the State shall pay Contractor $350.00 per report plus reimbursement of travel expenses at state rates. The billing method shall be mutually determined and agreed upon between the State and the Contractor. Expenditures under this contract are not to exceed a maximum of $25,000.

5.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract.
Such withholding may not be greater than, in the aggregate, 50% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.4 Reference to Contract. The contract number MUST appear on all invoices, 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. ACCESS AND RETENTION OF RECORDS

6.1 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 14, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

6.2 Retention Period. Contractor shall create and retain all records supporting the youth custody compliance monitoring for a period of eight years after either the completion date of this contract or termination of the contract.

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.) 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.

8. 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.

9. REQUIRED INSURANCE

9.1 General Requirements. Contractor shall maintain for the duration of this 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 Contractor, agents, employees,

representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. 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 Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $300,000 per occurrence and $600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of 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 Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

9.4 Specific Requirements for Automobile Liability. 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 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, owned, or borrowed by Contractor.

9.5 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 Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. CONTRACT TERMINATION

14.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated 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.

14.2 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.

14.3 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.

15. EVENT OF BREACH – REMEDIES

15.1 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 20.1 obligations;
- voluntary or involuntary bankruptcy or receivership.

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

15.3 Actions in Event of Breach. Upon the Contractor's material breach, the State may:

- terminate this contract under section 14.1 and pursue any of its remedies under this contract, at law, or in equity;
- 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, the Contractor may:

- Terminate this contract after giving the State written notice of the stated failure and pursue any of its remedies under this contract, at law, or in equity.
- Treat this contract as materially breached and, except as the remedy is limited in this contract and pursue any of its remedies under this contract, at law, or in equity.

16. 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.

17. 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.

18. 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.

19. LIAISONS AND SERVICE OF NOTICES

19.1 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.

Cil Robinson is the State's liaison.
(Address): 15 South Last Chance Gulch
(City, State, ZIP): Helena, MT 59620-1408
Telephone: 406-444-2632
Fax: 406-444-4722
E-mail: cirobinson@mt.gov

Michael Ferriter is Contractor's liaison.
(Address): 5 Karrah Road
(City, State, ZIP): Clancy, MT 59634
Telephone: 406-475-5357
E-mail: bmferriter@gmail.com

19.2 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.

19.3 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.

20. MEETINGS

20.1 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.

20.2 Progress Meetings. During the term of this contract, the State's Contract Liaison may 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 Contract Liaison, the Contractor Liaison, 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.

20.3 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.

20.4 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.

21. 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 contract current 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.

22. 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. (18-1-401, MCA.)

23. TAX EXEMPTION

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

24. AUTHORITY

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

25. SEVERABILITY CLAUSE

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.

26. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

26.1 Contract. This contract consists of 10 numbered pages, any Attachments as required, Solicitation RFP15-2958R, 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.

26.2 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.

27. 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.

28. EXECUTION

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

STATE OF MONTANA
DEPARTMENT OF JUSTICE
BOARD OF CRIME CONTROL
PO BOX 201408
HELENA, MT 59620-1408

BY: _____
(Name/Title)

_____
(Signature)

DATE: _____

MIKE FERRITER
5 KARRAH ROAD
CLANCY, MT 59634

FEDERAL ID #47-1797185

BY: _____
(Name/Title)

_____
(Signature)

DATE: _____

Approved as to Legal Content:

_____
Legal Counsel (Date)

Approved as to Form:

_____
Procurement Officer (Date)
State Procurement Bureau

27. 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.

28. EXECUTION

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

STATE OF MONTANA
DEPARTMENT OF JUSTICE
BOARD OF CRIME CONTROL
PO BOX 201408
HELENA, MT 59620-1408

BY: Don Merritt Acting Director
(Name/Title)

Don Merritt
(Signature)

DATE: 9/30/14

MIKE FERRITER
5 KARRAH ROAD
CLANCY, MT 59634

FEDERAL ID #47-1797185

BY: Mike Ferriter
(Name/Title)

Mike Ferriter
(Signature)

DATE: 9-30-14

Approved as to Legal Content:

Mike Manion 9-25-14
Legal Counsel (Date)

Approved as to Form:

Rhonda Ray 9/30/14
Procurement Officer (Date)
State Procurement Bureau