

**CONTRACT AMENDMENT NO. 4
CONTRACT FOR BIOHAZARDOUS WASTE REMOVAL
CONTRACT # COR-SVCS-2017-0024**

This CONTRACT AMENDMENT # 4 is to amend the above-referenced contract between the State of Montana, **Department of Corrections (STATE)**, whose address and phone number are **5 Last Chance Gulch, Helena, MT 59601, (406) 444-3930** and **MedPro Disposal, LLC (CONTRACTOR)**, whose address and phone number are **1548 Bond St #06, Naperville, IL 60563, (847) 886-9317**. 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 **April 11, 2020**, through **April 12, 2021**, per the terms, conditions, and prices agreed upon. This is the **third** renewal, **fourth** year of the Contract.

Except as modified above, all other terms and conditions of Contract #**COR-SVCS-2017-0024** remain unchanged.

**STATE OF MONTANA
Department of Corrections
5 Last Chance Gulch
Helena, MT 59601**

**MedPro Disposal, LLC
1548 Bond St. #06
Naperville, IL 60563
FEDERAL ID #03-4445491**

BY: Connie Winner Division Administrator BY: John Kioussis Sales Manager

(Name/Title)
DocuSigned by:
Connie Winner
ABDE2DF1207948A...
(Signature)

(Name/Title)
DocuSigned by:
John Kioussis
E6FE6B504E3D483...
(Signature)

DATE: 2/7/2020

DATE: 1/29/2020

Approved as to Form:
DocuSigned by:
Nicole Orta 1/28/2020
6407350C31CE4E8...
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT NO. 3
CONTRACT FOR BIOHAZARDOUS WASTE REMOVAL
CONTRACT # COR-SVCS-2017-0024**

This CONTRACT AMENDMENT # 3 is to amend the above-referenced contract between the State of Montana, **Department of Corrections (STATE)**, whose address and phone number are **5 Last Chance Gulch, Helena, MT 59601, (406) 444-3930** and **MedPro Disposal, LLC (CONTRACTOR)**, whose address and phone number are **1548 Bond St #06, Naperville, IL 60563, (847) 886-9317**. 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 **April 11, 2019**, through **April 12, 2020**, per the terms, conditions, and prices agreed upon. This is the **second** renewal, **third** year of the Contract.

Except as modified above, all other terms and conditions of Contract #**COR-SVCS-2017-0024** remain unchanged.

**STATE OF MONTANA
Department of Corrections
5 Last Chance Gulch
Helena, MT 59601**

**MedPro Disposal, LLC
1548 Bond St. #06
Naperville, IL 60563
FEDERAL ID #03-4445491**

BY: Connie Winner Division Administrator BY: Tyler Hansen TH

(Name/Title)
DocuSigned by:
Connie Winner
ABDE2DF1207948A...
(Signature)

(Name/Title)
DocuSigned by:
Tyler Hansen
2502CFD9764741C...
(Signature)

DATE: 3/12/2019

DATE: 3/5/2019

Approved as to Form:

DocuSigned by:
Nicole Orta 2/8/2019
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT NO. 2
CONTRACT FOR BIOHAZARDOUS WASTE REMOVAL
CONTRACT # COR-SVCS-2017-0024**

This CONTRACT AMENDMENT # 2 is to amend the above-referenced contract between the State of Montana, **Department of Corrections (STATE)**, whose address and phone number are **5 Last Chance Gulch, Helena, MT 59601, (406) 444-3930** and **MedPro Disposal, LLC (CONTRACTOR)**, whose address and phone number are **1548 Bond St #06, Naperville, IL 60563, (847) 886-9317**. 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 **April 12, 2018**, through **April 11, 2019**, 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 #**COR-SVCS-2017-0024** remain unchanged.

**STATE OF MONTANA
Department of Corrections
5 Last Chance Gulch
Helena, MT 59601**

**MedPro Disposal, LLC
1548 Bond St. #06
Naperville, IL 60563
FEDERAL ID #03-4445491**

BY: _____ (Name/Title) DocuSigned by: <i>Connie Winner</i> _____ ABDE2DF1207948A... (Signature)	BY: _____ (Name/Title) DocuSigned by: <i>John Kioussis</i> _____ E5FE6B504E3D483... (Signature)
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DATE: <u>2/2/2018</u>	DATE: <u>1/31/2018</u>
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Approved as to Legal Content:
DocuSigned by:
Colleen Ambrose 1/30/2018

FF888078013447... (Date)
Legal Counsel

Approved as to Form:
DocuSigned by:
Nicole Orta 1/26/2018

6407350C31CE4E8... (Date)
Procurement Officer
State Procurement Bureau

**CONTRACT AMENDMENT NO. 1
CONTRACT FOR BIOHAZARDOUS WASTE REMOVAL
CONTRACT # COR-SVCS-2017-0024**

This CONTRACT AMENDMENT # 1 is to amend the above-referenced contract between the State of Montana, Department of Corrections (STATE), whose address and phone number are **5 Last Chance Gulch, Helena, MT 59601, (406) 444-3930** and **MedPro Disposal, LLC (CONTRACTOR)**, whose address and phone number are **1548 Bond St #06, Naperville, IL 60563, (847) 886-9317**. This Contract is amended for the following purpose(s):

- 1) In accordance with the section 5. entitled Consideration/Payment, Section 5.1 Payment Schedule, will read:

Montana State Prison; One (1) 28-gallon container: \$135.00 per pick-up.

Except as modified above, all other terms and conditions of Contract #COR-SVCS-2017-0024 remain unchanged.

**STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
5 Last Chance Gulch
Helena, MT 59601**

**MEDPRO DISPOSAL, LLC
1548 Bond St. #06
Naperville, IL 60563
FEDERAL ID # 03-4445491**

BY: Connie Winner Division Administrator
(Name/Title)

BY: John Kioussis Sales Manager
(Name/Title)

DocuSigned by:
Connie Winner
ABDE2DF1207948A...
(Signature)

DocuSigned by:
John Kioussis
E5FE6B504E3D483...
(Signature)

DATE: 9/20/2017

DATE: 8/7/2017

Approved as to Legal Content:

DocuSigned by:
Colleen Anderson 7/25/2017
FFF888078013447...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
Nicole Orta 7/24/2017
6407350C31CE4E8...
Procurement Officer (Date)
State Procurement Bureau

Biohazardous Waste Removal
COR-SVCS-2017-0024

THIS CONTRACT is entered into by and between the State of Montana, **Department of Corrections**, (State), whose address and phone number are **5 Last Chance Gulch, Helena MT 59601, (406) 444-3930** and **MedPro Disposal, LLC**, (Contractor), whose address and phone number are **1548 Bond St #06, Naperville, IL 60563** and **(847) 886-9317**.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is **when all signatures are complete**, through **April 11, 2018**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless 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. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in **one (1)**-year intervals, or any interval that is advantageous to 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 State agrees to a renewal, the parties may agree upon a cost increase. 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 AND/OR SUPPLIES

Contractor shall provide State the following:

Services will be provided in the method considered to be the industry standard, and although not directly supervised will be monitored by the State of Montana Liaison, or his/her designee. The performance of the contracted services will also be verified by the Contracting Officer. The Contractor shall be responsible for the collection, removal and disposal of biohazardous waste on a regular basis as indicated in the Schedule. In the case of emergency service requirements, Contractor will be notified by the State of Montana liaison, or his/her designee of the requirement of an emergency pick-up. At which time, the Contractor shall conduct such pick-up upon not more than 24-hours from the time notice is received. Contractor shall provide the State of Montana with certified disposal documentation, such as certificates of destruction and manifest and/or invoices detailing total weight of each pick-up.

In addition, Contractor shall provide a bill of lading document providing a complete accounting of waste removed during each pick-up; to include, pick-up date and time and total number of containers removed and size of each container. The bill of lading shall be signed by the Contractor and the State of Montana Liaison, or his/her designee at the time of pick-up. Bills of Lading shall be provided with the Contractor's invoice and serve as the basis of payment. The Contractor shall utilize a disposal facility for waste that is in accordance with all federal, state, county and city laws, rules and regulations. This shall include, but not be limited to the regulations of the Environmental Protection Agency.

Montana State Prison, (MSP):

The schedule of work for biohazardous waste removal is estimated to be one (1) pick-up every other week. One pick-up is defined as the act of removing infectious waste from a storage site located on Montana State Prison (MSP) property, located at 400 Conley Lake Rd, Deer Lodge, MT 59722. Pick-ups will be performed during the work week, Monday through Friday, between the hours of 9:00 AM and 4:00 PM, excluding federal holidays. Pick-up times will be mutually agreed upon between the Contractor and the designated State of Montana liaison or his/her designee. Additional pick-ups may be required on an as needed basis and a 24-hour notice will be given. Estimated number of containers to be picked up bi-weekly is ten (10) 55-gallon containers.

Montana Women’s Prison, (MWP):

The schedule of work for biohazardous waste removal is estimated to be one (1) pick-up every other week. One pick-up is defined as the act of removing infectious waste from a storage site located on Montana Woman’s Prison (MWP) property, located at 701 S 27th Street, Billings, MT 59101. Pick-ups will be performed during the work week, Monday through Friday, between the hours of 9:00 AM and 4:00 PM, excluding federal holidays. Pick-up times will be mutually agreed upon between the Contractor and the designated State of Montana liaison or his/her designee. Estimated number of containers to be picked up bi-weekly is two (2) 28-gallon containers.

Riverside Correctional Facility:

The schedule of work for biohazardous waste removal is estimated to be one (1) pick-up every year. One pick-up is defined as the act of removing infectious waste from a storage site located on Riverside Correctional Facility (RCF) property, located at 2 Riverside Road, Boulder, MT 59632. Pick-ups will be performed during the work week, Monday through Friday, between the hours of 9:00 AM and 4: PM, excluding federal holidays. Pick-up times will be mutually agreed upon between the Contractor and the designated State of Montana liaison or his/her designee. Additional pick-ups may be required on an as needed basis and a 24-hour notice will be given. Estimated number of containers to be picked up yearly is one (1) 15-gallon containers.

Pine Hills Youth Correctional Facility:

The schedule of work for biohazardous waste removal is estimated to be one (1) pick-up per month. One pick-up is defined as the act of removing infectious waste from a storage site located on Pine Hills Youth Correctional Facility (PHYCF) property, located at 4 North Haynes Avenue, Miles City, MT 59301. Pick-ups will be performed during the work week, Monday through Friday, between the hours of 9:00 AM and 4:00 PM, excluding federal holidays. Pick-up times will be mutually agreed upon between the Contractor and the designated State of Montana liaison or his/her designee. Estimated number of containers to be picked up per month is one (1) 32-gallon container.

OPTION #1

Great Falls Youth Transition Center:

The schedule of work for biohazardous waste removal is estimated to be one (1) pick-up per quarter (one pick-up during a three-month period). One pick-up is defined as the act of removing infectious waste from a storage site located on Great Falls Youth Transition Center property, located at 4212 3rd Avenue South, Great Falls, MT 59405. Pick-ups will be performed during the work week, Monday through Friday, between the hours of 9:00 AM and 4:00 PM, excluding federal holidays. Pick-up times will be mutually agreed upon between the Contractor and the designated State of Montana liaison or his/her designee. Estimated number of containers to be picked up per quarter is one (1) 32-gallon container.

INMATE MANAGEMENT

Provision of services under this contract will normally not require contact with inmates. However, if inmate contact does occur, the Contractor will not be responsible for the administrative management of inmates.

INSTITUTION SECURITY

The Contractor agrees to adhere to all regulations prescribed by the institution for the safety, custody and conduct of inmates. Any employee or representative of the Contractor who will render services at MSP will be required to submit to a security background clearance prior to entering the institution.

All contractor personnel must submit personal information to pass a background check.

NCIC clearance requires full legal name, date of birth and social security number.

Please review and acknowledge the following forms:

- Prohibited Items List
- PREA- Form
- Contractor Personnel Working at Montana State Prison

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. 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, State may require Contractor to promptly correct, at Contractor's expense, 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 services to be provided, State shall pay Contractor according to the following schedule:

- Montana State Prison:** One (1) 55-gallon container: \$225.00 per pick-up
- Montana Women's Prison:** One (1) 28-gallon container: \$135.00 per pick-up
- Riverside Correctional Facility:** One (1) 15-gallon container: \$95.00 per pick-up
- Pine Hills Youth Correctional Facility:** One (1) 32-gallon container: \$135.00 per pick-up

OPTION #1

Great Falls Youth Transition Center: One (1) 32-gallon container: \$135.00 per pick-up

5.2 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA.

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, State is not obligated to pay the invoice. Contractor shall provide a bill of lading document providing a complete accounting of waste removed during each pick-up; to include, pick-up date and time and total number of containers removed and size of each container. The bill of lading shall be signed by the Contractor and the State of Montana Liaison, or his/her designee at the time of pick-up. Bills of Lading shall be provided with the Contractor's invoice and serve as the basis of payment. Contractor will not submit an invoice until all work has been completed.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 14, Contract Termination, without incurring liability, for 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 services 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 State's prior written consent. (18-4-141, MCA) Contractor is responsible to 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 State under this Contract.

8. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save 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 State, under this Contract.

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 State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by 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 **\$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 Contractor or its officers, agents, representatives, assigns, or subcontractors.

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.

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 State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects 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 uploaded to the Contractor's vendor profile in eMACS, (www.vendorportal.mt.gov). *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. 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 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 uploaded to the Contractor's vendor profile in eMACS, (www.vendorportal.mt.gov).

11. 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.

CONTRACTOR will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

12. DISABILITY ACCOMMODATIONS

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 domiciled 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. 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 ten (10) 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 State's failure to perform any of its duties under this Contract after giving 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 ten (10) 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. State must by law terminate this Contract if funds are not appropriated or otherwise made available to support 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, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. 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, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

15.2 Event of Breach by State. 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 Contractor's material breach, State may:

- Terminate this Contract under Section 14.1, Termination for Cause with Notice to Cure, 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 State's material breach, Contractor may:

- Terminate this Contract under section 14.2, Termination for Cause with Notice to Cure, 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.

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 State's behalf must be through a single point of contact designated as 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 State's liaison and Contractor's liaison.

Tammy Stidham is State's liaison for MSP
500 Conley Lake Road
Deer Lodge, MT 59602
Telephone: (406) 846-1320 x 2240
Cell Phone:
Fax:
E-mail: stidham@mt.gov

Tyler Hanson is Contractor's liaison
1548 Bond St #06
Naperville, IL 60563
Telephone: (847) 794-1013
Cell Phone:
Fax:
E-mail: tyler@medprodisposal.com

Tonya Dempster is State's Liaison for MWP
701 S 27th Street
Billings, MT 59101
Telephone: (406) 247-5105
Cell Phone:
Fax:
E-Mail: tdempster2@mt.gov

19.2 Notifications. 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. MEETINGS

20.1 Technical or Contractual Problems. Contractor shall meet with 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 State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. 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, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide 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 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 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 State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If 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 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 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. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages 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.

23. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

24. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

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 ten (10) numbered pages, any Attachments as required, Solicitation # **COR-IFB-2017-0063N**, 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

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
DEPARTMENT OF CORRECTIONS
5 Last Chance Gulch
Butte, MT 59601

MedPro Disposal, LLC
1548 Bond St. #06
Naperville, IL 60563
FEDERAL ID # 03-4445491

BY: Connie Winner Division Administrator BY: Tyler Hanson account manager
(Name/Title) (Name/Title)

DocuSigned by:
Connie Winner
ABDE2DF1207C948A
(Signature)

DocuSigned by:
Tyler Hanson
00376D52F5D943C...
(Signature)

DATE: 6/23/2017

DATE: 6/9/2017

Approved as to Legal Content:

DocuSigned by:
Colleen Ambrose ceo 6/9/2017
FFF88078013447...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
Nicole Orta 5/24/2017
6407350C31CE4E8...
Procurement Officer (Date)
State Procurement Bureau