Various Caliber Ammunitions

SPB14-2780A-A

THIS CONTRACT is entered into by and between the State of Montana, State Procurement Bureau (State), whose address and phone number are P.O. Box 200135, Helena MT 59620-0135, 406-444-2575 and Salt Lake Wholesale Sports, (Contractor), whose address and phone number are 3331 S. 300 West, Salt Lake City, UT 84115 and 800-485-4867.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is September 15, 2013, or upon contract execution, through August 31, 2014, 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 Pricing Adjustments per Increase in CPI. Annual pricing adjustments to contract renewals following the contract term, if applicable, shall not exceed 75% of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84 = 100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the last 12-month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide the State the following:

3.1 Scope of Services. Contractor shall supply ammunitions to the State. All ammunition must be factory new-no reloads accepted.

Line	Acceptable Brands/Models (No Substitutions)	Brand	Item #	Delivery Time (# of days)	1000 Box Quantity	Price
1	Acceptable brands/models: Winchester XB1200, Remington 12B00 , Federal Tactical Flitecontrol Wad LE132 00	Hornady	86265	60	10rds/box 250rds/case	$724.43
3	Acceptable brands/models: Remington GSB40SWB, Winchester RA40B, Speer Gold Dot HP 53962, Federal Tactical LE40T1	Hornady	91375	60	50 rds/box 500 rds/case	$509.80

Line	Acceptable Brands/Models (No Substitutions)	Brand	Item #	Delivery Time (# of days)	1000 Box Quantity	Price
4	Acceptable brands/models: Speer Lawman Training FMJ	Hornady	91377	60	50 rds/box 500 rds/case	$478.37
5	Acceptable brands/models: Winchester USA223R1, Remington L223R3, Federal American Eagle AE223, Federal XM193	Hornady	80275	60	50 rds/box 500 rds/case	$577.83
6	Federal LE223T1/LE223T3 and Speer 2448/2446	Hornady	83295	60	50 rds/box 500 rds/case	$998.85
10	Federal LE223T1/LE223T3 and Speer 2448/2446	Hornady	83295	60	20 rds/box 200 rds/case	$998.85
11	Acceptable brands/models: Remington GS357MA, Winchester S357MPDB, Speer Gold Dot 53920, Federal P357HS1G.	Hornady	91295	90-120	50 rds/box 500 rds/case	$560.25
12	Acceptable brands/models: Winchester RA45T, Remington GS45APB, Speer Gold Dot 53966, Federal Tactical LE45T1, Federal HST P45HST2, Federal Hydra Shok P45HS1G	Hornady	90925	60	50 rds/box 500 rds/case	$531.00
13	Acceptable brands/models: Winchester S308M, Fed GM 308, Remington RM308W7, Federal 308M500	Hornady	80965	60	20 rds/box 200 rds/case	$1168.91
15	Acceptable brands/models: Winchester XB1200, Remington 12B00 , Federal Tactical Flitecontrol Wad LE132 00	Hornady	86265	60	10 rds/box 250 rds/case	$724.43
17	Acceptable brands/models: Winchester USA223R1, Remington L223R3, Federal American Eagle AE223, Federal XM193	Hornady	80275	60	50 rds/box 500 rds/case	$577.83

Line	Acceptable Brands/Models (No Substitutions)	Brand	Item #	Delivery Time (# of days)	1000 Box Quantity	Price
18	Federal LE223T1/LE223T3 and Speer 2448/2446	Hornady	83295	60	20 rds/box 200 rds/case	$998.85
21		Hornady	80965	60	20 rds/box 200 rds/case	$1168.91
22		Hornady	86265	60	10 rds/box 250 rds/case	$724.43
24		Hornady	91375	60	50 rds/box 500 rds/case	$509.80

3.2 Product Substitution. No substitutions shall be allowed under the terms of the contracts awarded.

3.3 Ordering. State agencies shall contact the Contractor and place orders using a State of Montana purchase order. Cooperative agencies may purchase ammunitions directly from the resulting contracts by contacting the Contractor directly and issuing a purchase order. There will be no minimum quantities required for orders. Ammunition can be purchased as a single round, case, or box.

3.4 Shipping Terms. The Contractor shall deliver all routine orders, shipments FOB destination freight (prepaid only). The Contractor will maintain title and assume all risk of loss to the items furnished until receipt and acceptance of the shipment by the State. All shipping costs will be included in the prices bid. There will be no additional charges associated for truck fees, or fuel fees added to this IFB for the State. Payment for freight will not be processed under this contract. Ammunition must be shipped in accordance with all rules and regulations governing the shipping and transporting of ammunition.

3.5 Delivery Locations.

Montana Fish, Wildlife & Parks
930 Custer Avenue West
Helena, MT 59620

Montana Department of Corrections
Central Office
5 S. Last Chance Gulch
Helena, MT 59601

Probation and Parole
51 West Granite Street
Butte, MT 59701

Probation and Parole
2273 Boot Hill Court #130
Bozeman, MT 59715

Probation and Parole
111 N. Rodney
Helena, MT 59620

Probation and Parole

Probation and Parole
Triangle Building
575 Sunset BLVD #208
Kalispell, MT 59901

Probation and Parole
606 N Merrill
Glendive, MT 59330

Probation and Parole
2415 Mullan Road
Missoula, MT 59808

Montana Highway Patrol
2550 Prospect Avenue
Helena, MT 59601-1419

Montana Department of Transportation
2701 Prospect Avenue
Helena, MT 59620

2615 4th Ave South
Billings, MT 59107

Other locations may be added at any time during the duration of the contract.

3.6 Packing List/Receiving Procedures. Contractor shall include a packing list with each delivery. The packing list shall comply with the requirements set forth in IFB14-2780A and must include the following information:

- Contractor name, address, telephone number(s)
- Sold to, ship to address, department name
- Purchase order number
- Invoice number
- Date shipped
- Item code, quantity ordered, quantity shipped, description

3.7 Product Reliability. Contractor shall submit records documenting all industry standards pertaining to carrier and trainer ammunition, ammunition failures, including industry recall and reports.

3.8 Warranty Information. Contractor shall provide any details of warranty information, including details of what is covered and the duration of the warranty period. If the bidder remains silent to the warranty clause it shall be inferred that the bidder agrees to a 12 month warranty.

3.9 Manufacturer's Recalls. Contractors must provide updated information to the State on all recalls, repair technical sheets, and product cancellations to include all associated product parts and accessories. All manufacturers' recalls shall be returned at the Contractors' expense to include shipment of replacement parts.

All repairs due to factory recalls or products deemed factory defective in either the parts or workmanship must be repaired and returned within five working days of the receipt of the repaired item.

3.10 Trade-in Policy. The Contractor shall provide in detail their trade in policy. The Contractor shall also detail if brass casings may be allowed to be returned for an allowance on future purchases.

3.11 Damaged Goods Return. The States shall not accept ammunition items that do not meet the specifications set forth in the contract, nor will damaged goods be accepted. A contractor delivering such items will have 15 calendar days in which to have the items picked up and replaced at no charge to the State. After 15 calendar days, the items not yet picked up become the property of the State at no cost.

3.12 General Return/Exchange. Goods ordered by the State may be returned within 30 calendar days for any reason for a full contract price credit. No restocking fees will be charged unless agreed upon by the ordering agency.

3.13 Delivery Time. Any order issued under the contract must be delivered within 30 days upon receipt of order, unless otherwise stipulated by the ordering agency. If the complete order is not available to be delivered within 30 days, the State must be notified at the time the order is placed of any unavailable item and the expected delivery date.

3.14 Invoices. All orders must be invoiced. Contractor shall send invoices directly to the agency ordering the products. The Department reserves the right to refuse any invoice that does not contain the following criteria:

- Name and address of Contractor
- Telephone and fax number
- Date of invoice and date of delivery of products
- Name of agency contact
- Prompt payment discount terms

- Valid purchase order number

All invoices shall be paid in accordance of this IFB. Invoices and credit issues must be resolved in a timely and efficient manner. A copy of the completed, signed, and detailed delivery receipt, which includes the department employee signature and received dates, may be attached to the invoice. Refer to Section 3.1: the State prefers to process payment with the purchasing card.

4. WARRANTIES

4.1 Warranty of Products. Contractor warrants that the products supplied conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect for a period of 12 months from the date of shipment. The length of warranty may vary by product. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Contractor acknowledges that exceptions will be rejected.

5. CONSIDERATION/PAYMENT

5.1 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 for items not purchased with the Procurement Card.

5.2 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. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

7. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

8. ACCESS AND RETENTION OF RECORDS

8.1 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 16, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

8.2 Retention Period. Contractor shall create and retain all records supporting the ammunition purchases for a period of eight years after either the completion date of this contract or termination of the contract.

9. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due **July 15, 2014.**

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

10. 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.

11. 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.

12. REQUIRED INSURANCE

12.1 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.

12.2 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.

12.3 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.

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.

12.4 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.

12.5 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.

13. 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.

14. 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.

15. 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.

16. CONTRACT TERMINATION

16.1 Termination for Cause. The State may, by written notice to Contractor, immediately 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.

16.2 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.

16.3 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.

17. EVENT OF BREACH – REMEDIES

17.1 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 and breaching Section 29.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

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

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

- terminate this contract under section 23; 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, the Contractor may:

- terminate this contract after giving the State 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; 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.

18. 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.

19. 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.

20. 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.

21. LIAISONS AND SERVICE OF NOTICES

21.1 Contract Manager. The State Contract Manager identified below is the State's single point of contact and shall perform all contract management under 2-17-512, MCA, on the State's behalf. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

Jeannie Lake is the State's Contract Manager.
P.O. Box 200135
Helena, MT 59620-0135
406-444-0110
Fax: 406-444-2529
jeannielake@mt.gov

Larry Mitchell is Contractor's Contract Manager.
3331 S. 300 West
Salt Lake City, UT 84115
Telephone: 801-485-4868
Fax: 801-485-7873
E-mail: slw@qwest.net

21.2 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.

21.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. 1 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. 1 The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. 1 The State's approval of a substitution will not be unreasonably withheld. 1 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. 1 If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

22. MEETINGS

22.1 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.

23. 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.

24. 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.)

25. TAX EXEMPTION

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

26. AUTHORITY

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

27. 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.

28. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

28.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, Solicitation IFB14-2780A, 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.

28.2 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.

29. 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.

30. EXECUTION

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

STATE OF MONTANA
STATE PROCUREMENT BUREAU
P.O. Box 200135
Helena, MT 59620-0135

BY: _____
Marvin Eicholtz, Division Administrator

_____
(Signature)

DATE: 10/8/13

SALT LAKE WHOLESALE SPORTS
3331 S. 300 WEST
SALT LAKE, UT 84115
FEDERAL ID # 87-0422727

BY: RONALD MITCHELL, PRESIDENT
(Name/Title)

_____
(Signature)

DATE: OCTOBER 3, 2013

Approved as to Legal Content:

Mike Manson 10/1/2013
Legal Counsel (Date)

Approved as to Form:

9/20/2013
Procurement Officer (Date)
State Procurement Bureau