

# STATE OF MONTANA TERM 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/>

**T.C. #: SPB14-2799H-3**

**Title: Janitorial Supplies, Coarse Paper Products, Food Disposables, and Can Liners**

**This is an exclusive contract.**

<b>CONTRACT TERM</b>	FROM	July 1, 2014	CONTRACT STATUS	NEW (x)
	TO	June 30, 2016		RENEW (    )
<b>VENDOR ADDRESS</b>	Montana Broom and Brush 1245 Harrison Avenue Butte, MT 59701		<b>ORDER ADDRESS</b>	Montana Broom and Brush 1245 Harrison Avenue Butte, MT 59701
<b>ATTN:</b>	Mike Hitchcock		<b>ATTN:</b>	
<b>PHONE:</b>	800-442-5650		<b>PHONE:</b>	
<b>FAX:</b>	406-723-4104		<b>FAX:</b>	
<b>E-MAIL:</b>	<a href="mailto:mhitchcock@mtbroom.com">mhitchcock@mtbroom.com</a>		<b>E-MAIL:</b>	

**PRICES:** Per Contract and Attachment 1

**DELIVERY:** No later than five business days after receipt of order.

**F.O.B.:** Destination to location shown on each individual order. See Section 3, Product Delivery, for details.

**TERMS:** Per Contract; see Sections 8, Mandatory State Purchasing Card Acceptance, and 10, Consideration/Payment, for details.

**REMARKS:** A link will be provided to Contractor's online ordering site at a later date.

IFB14-2799H

Tom Hastings, CONTRACTS OFFICER

DATE: June 18, 2014

**AUTHORIZED SIGNATURE**

**JANITORIAL SUPPLIES, COARSE PAPER PRODUCTS, FOOD DISPOSABLES, AND CAN  
LINERS TERM CONTRACT  
SPB14-2799H- 3**

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, General Services Division, State Procurement Bureau (State), whose address and phone number are 125 N. Roberts Street, Room 165, Mitchell Building, Helena, MT 59620, 406-444-2529 and Montana Broom and Brush (Contractor), whose address and phone number are 1245 Harrison Avenue, Butte, MT 59701 and 800-442-5650.

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The contract's initial term is July 1, 2014 through June 30, 2016, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

**1.2 Contract Renewal.** The State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described 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. SERVICES AND/OR SUPPLIES**

**2.1 Prices.**

**2.1.1 General Pricing.** Contractor shall provide the State janitorial items, coarse paper products, kitchen disposables, and can liners on an as-needed basis. Available products and pricing under this contract are included in Attachment 1. For products not specifically identified in Attachment 1, but still purchasable under the contract, the pricing will be set according to the provided catalog price minus 30%.

**2.1.2 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products under this contract, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State, unless specifically excluded. Prices shall include any and all transportation costs. Contractor shall be paid by credit card at point of sale, as specified in Section 9, Mandatory Purchasing Card Acceptance.

**2.1.3 Cost by Mutual Agreement.** All pricing levels listed in Attachment 1 are firm for each 6-month period of the contract. **After the first six months of the contract**, the parties may negotiate cost adjustments for individual products. Cost increases for items listed in Attachment 1, and all other catalog items, must be based on demonstrated industry wide or regional increases in Contractor's costs. Proof of increase in Manufacturer's List price must be provided to the State before increases will be approved. Requests for cost increases must be received by the State no later than January 15 and July 1 of each calendar year, with the first cost adjustment request to be received by January 15, 2015. The State will respond within 30 calendar days to each request. The State is under no obligation to agree to a cost increase upon any contract renewal.

**2.1.4 Price Reductions.** Price reductions will be accepted throughout the term of the contract. Contractor shall reduce the contract price of any product initially provided or added by at least the same percentage as any manufacturer's or distributor's dealer price reduction. The intent of this requirement is to ensure that the State maintains a competitive price relative to the market price throughout the term of this contract and thereby ensure utilization of this agreement for the benefit of both the State and Contractor. If contract prices do not remain competitive within the market for the products and services provided through this contract, the State may elect to terminate this contract as allowed under Section 20.2.

**2.2 Ordering Requirements.** Agencies shall order from Contractor in accordance with the terms and conditions of this contract. Orders shall reflect contract prices in effect on the date of order issuance. The State reserves the right to change these ordering procedures as needed.

**2.2.1 Ordering Methods.** Orders may be placed via an online catalog, telephone, email, faxing, or mailing a purchase order or other appropriate order document to Contractor. Contractor shall provide state agencies with either hard copy catalogs containing list price of available items or a URL where agencies can order contracted products from a web based online purchasing portal.

**2.2.2 Online Ordering.** Contractor shall provide state agencies with access to an online purchasing website for all contracted goods. If Contractor is unable to produce an online ordering system at the time of contract execution, Contractor shall provide a functioning online ordering system no later than January 1, 2015.

**2.2.3 Telephone Order Requirements.** If orders are placed by telephone, Contractor shall follow-up the order with a mailed, emailed, or faxed purchase order, receipt, or other appropriate order documentation.

**2.2.4 Order Requirements.** Purchase orders or other appropriate order documents shall include product number(s), quantity, price, ship-to and bill-to addresses, and must reference the contract number.

**2.2.5 Toll-free Phone Number.** Contractor shall maintain a toll-free customer service and help desk telephone line during the hours of 8:00 a.m. to 5:00 p.m. Mountain Standard Time (MST) Monday through Friday.

**2.2.6 Minimum Orders.** Contractor cannot impose a minimum order size or value under this contract. Pricing will be the same for all using agencies, regardless of their location or order size.

**2.2.7 Substitutions.** No products may be substituted for other catalog items ordered without the prior approval of the State.

**2.2.8 Contractor Training Responsibilities.** In order to ensure proper and efficient application of janitorial products and supplies, Contractor shall provide when needed and/or requested, at no additional cost, training and support to state agencies, which may include, but is not limited to:

- Advice and sufficient technical assistance,
- Knowledgeable recommendations, and
- Use and safety information.

**2.3 Product Information.** Upon agency request, Contractor shall provide a complete product listing/catalog, MSDS sheets, or maintain a website with the following information:

- Item Description,
- Part Number,
- Contract Price, and
- Link to Manufacturer Information.

**2.4 Product Return Policy.** Contractor shall accept returned products that do not conform to the specifications as provided at the time of purchase. Contractor shall pay for shipping on all return orders with no restocking or service charge. Returned products will be replaced or a payment refund will be immediately provided to the State.

**2.5 Addition/Deletion Procedure.** New products within the intent of this contract may be added with approval of the State. Obsolete, discontinued, or products no longer required by the State may be deleted.

**2.5.1 New Products/Deletions.** Contractor may propose new products/deletions by sending a letter, with an attached listing of the product to be added/deleted and applicable new product specification/performance information, to the State. All additions and deletions affecting this contract must be provided at least 30 days prior to the requested effective date of the revision(s).

**2.5.2 Approval/Rejection.** Approval/rejection of the request will be completed no greater than 15 business days after receipt of request and will be confirmed via a letter to Contractor signed by the State's authorized representative.

### **3. PRODUCT DELIVERY**

Contractor shall deliver items ordered by state agencies as soon as possible but no later than five business days after receipt of order from the State of Montana.

**3.1 Shipping.** Deliveries shall be **F.O.B. DESTINATION**, to the location shown on each individual order. The term "F.O.B. Destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this contract;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the contract;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point(s) of delivery.

**3.2 Delivery Location(s).** Various; all state agencies have specific delivery locations that will be specified in their purchase order.

**3.3 Optional Expedited Delivery Requirement.** At the request of the agency, Contractor may provide expedited delivery of an order. For the purposes of this contract, expedited delivery is defined as a shipping timeframe of less than 5 business days. Any additional costs associated with the increased shipping timeframe shall be paid by the requesting agency.

### **4. 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 considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State does not guarantee any minimum usage totals; it is the individual agency's responsibility to comply with the terms of the contract.

### **5. ADMINISTRATIVE FEE**

Contractor shall submit to the State an Administrative Fee in the amount of two percent (2%) of the total sales from this contract. Administrative fees must be submitted for each calendar quarter. The Administrative Fee must be submitted within 45 calendar days of the end of each quarter and include the quarterly report required in Section 8, Term Contract Reporting. ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY 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. TERM CONTRACT REPORTING**

Contractor shall submit quarterly and annual digital reports that provide, at a minimum, the following information:

- Detailed usage reports by agency and individual ordering location that indicates the number items sold, item number, list price, discount percentage off of list price and total dollar amounts on a quarterly basis.
- Annual report of contract usage by agency, including product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first annual usage report will be due July 31, 2015. Contractor may be required to submit reports on the State's self-reporting website.

Reported volumes and dollar totals may be checked by the State against state records for verification. Failure to provide timely or accurate reports is justification for termination of the contract under Section 10 and/or could be justification for debarment from all State contracts.

## **8. MANDATORY STATE PURCHASING CARD ACCEPTANCE**

The State has a Purchasing Card Program in place that provides agencies the ability to charge purchases made from these contracts. The State shall require all purchases made through this contract to be paid for using the State Procurement Card.

## **9. WARRANTIES**

**9.1 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 180 days 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.

## **10. CONSIDERATION/PAYMENT**

**10.1 Payment Schedule.** In consideration of the products to be provided, the State shall pay Contractor upon receipt and acceptance of any products ordered.

**10.2 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.

**10.3 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.

**10.4 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.

## **11. ACCESS AND RETENTION OF RECORDS**

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

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

## **12. 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.

## **13. 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.

## **14. REQUIRED INSURANCE**

**14.1 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.

**14.2 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.

**14.3 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 Contractors', products, and completed operations; and the premises owned, leased, occupied, or used.

**14.4 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State 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.

**14.5 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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>.

**19. CONTRACT TERMINATION**

**19.1 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.

**19.2 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.

## **22. 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.

## **23. 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.

## **24. LIAISONS AND SERVICE OF NOTICES**

**24.1 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.

Tom Hastings is the State's liaison.  
125 N. Roberts Mitchell Building Room 165  
Helena, MT 59601  
406-444-0338  
E-mail: [thastings@mt.gov](mailto:thastings@mt.gov)

Mike Hitchcock is Contractor's liaison.  
1245 Harrison Avenue  
Butte, MT 59701  
1-800-422-5650  
Fax: 1-406-723-4104  
E-mail: [mhitchcock@mtbroom.com](mailto:mhitchcock@mtbroom.com)

**24.2 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.

## **25. MEETINGS**

**25.1 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.

**26. TRANSITION ASSISTANCE**

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

**27. 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.)

**28. TAX EXEMPTION**

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

**29. AUTHORITY**

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

**30. 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.

**31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**31.1 Contract.** This contract consists of 10 numbered pages, any Attachments as required, Solicitation IFB14-2799H 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.

**31.2 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.

**32. 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.

33. EXECUTION

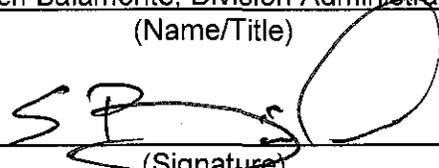
The parties through their authorized agents have executed this contract on the dates set out below.

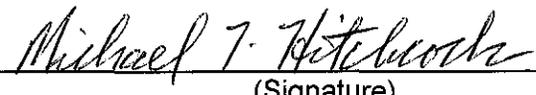
STATE OF MONTANA  
Department of Administration  
General Services Division  
125 North Roberts Street, Room 165  
Helena, MT 59601

Montana Broom and Brush  
1245 Harrison Avenue  
Butte, MT 59904  
FEDERAL ID # 81-0286714

BY: Stephen Baiamonte, Division Administrator  
(Name/Title)

BY: Michael T. Hitchcock - Pres.  
(Name/Title)

  
(Signature)

  
(Signature)

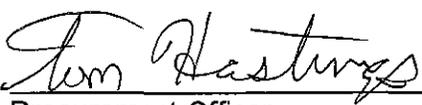
DATE: 18 JUNE 2014

DATE: 6-10-14

Approved as to Legal Content:

 6/2/14  
Legal Counsel (Date)

Approved as to Form:

 5/29/14  
Procurement Officer (Date)  
State Procurement Bureau

**Kitchen Disposables: Market Basket**

Description of Product Offered (Name of Product)	Manufacturer of Product Offered	SKU/OEM Product Number of Product Offered	Unit of Measure (UOM, e.g., CASE)	SIZE OF EACH CONTAINER IN CASE (e.g., 1 gallon, 4.25 oz bar, or 2.5L)	#/UOM (e.g., # of bottles per case)	Discounted Price of Product Offered
BAG PAPER #46	DURO	46K	BALE	1	1	41.9
12 OZ SOUP BOWL	STALKMARKET	LO26	CASE	PACK	8/12 CASE/PACK	3.53
12 OZ SOUP BOWL	STALKMARKET	LO26	CASE	PACK	10/50 CASE/PACK	2.82
FOAM CONT 8 OZ	DART	85J20	CASE	PACK	20/50 CASE/PACK	1.84
8 OZ FOOD CONTAINER	STALKMARKET	PLFC-8	CASE	8 OZ	20/50 CASE/PACK	4.29
Cup, paper, cold drink, 8 ounce, 20/pk	SOLO	R8N	CASE	PACK	20/100 CASE/PACK	3.76
Cup, paper, biodegradable, cold drink, 8 ounce, 20/pk	KARAT	KE-K508	CASE	PACK	20/50 CASE/PACK	3.6
Cup, paper, flat bottom, 3 ounce, 50/pk	SOLO	RD3	CASE	PACK	50/100 CASE/PACK	2.2
4 OZ CUP	STALKMARKET	JE20	CASE	4 OZ	15/100 CASE/PACK	3.49
Cup, paper, pleated portion cup, 3/4 ounce, 20/pk	SOLO	75	CASE	PACK	20/25 CASE/PACK	1.79
Cup, plastic insulated foam, 8 ounce, 100/pk	SOLO	X8	CASE	PACK	10/100 CASE/PACK	4.54
Cup, Compostable, 8 ounce, hot cup	Solo	ECP EP-BHC8-WA	CASE	PACK	20 BAGS PER CASE, 50 PER BAG, 1000 PER CASE	6.226
Fork, white, medium duty, white, 6" in length, 1000/cs	DOWELL	U2005	CASE	CASE	1000/CASE	8.45
Fork, biodegradable, medium duty, white, 6" in length, 50/pack	KARAT	KE-U2020	CASE	PACK	10/100 CASE/PACK	4.2
Knife, white, medium duty, white, 6" in length, 1000/cs	DOWELL	U2006	CASE	CASE	1000/CASE	8.45
Knife, biodegradable, medium duty, white, 6" in length, 50/pack	KARAT	KE-U2020	CASE	PACK	10/100 CASE/PACK	4.2
Napkin, Dinner, Recycled, white, 2-ply, 1/8 fold, 15 x 17, 250 pk, 12 pk/cs. 3M/cs	OMEGA	802-35	CASE	PACK	12/250 CASE/PACK	2.91
Plate, paper, coated, 6", 125/pk	SOLO	MP6	CASE	PACK	8/125 CASE/PACK	4.12
6" PLATE	ECOSOURCE	ES-PO6	CASE	PACK	20/50 CASE/PACK	1.5
Plate, paper, coated, 9", 125/pk	SOLO	MP9	CASE	PACK	4/125 CASE/PACK	6.57
9" PLATE	ECOSOURCE	ES-PO9	CASE	PACK	10/50 CASE/PACK	3.38
Spoon, plastic, medium duty, white, 6" in length, 1000/case	DOWELL	U2008	CASE	CASE	1000 CASE	8.45
Spoon, biodegradable, 6" in length, 50/pk	KARAT	KE-U2022	CASE	PACK	10/100 CASE/PACK	4.2
Spork, plastic, medium duty, white, 6" in length, 1000/case	KARAT	U2210	CASE	CASE	1000 CASE	9.6
Spork, biodegradable, 6" in length, 1000/case	KARAT	KE-U2210	CASE	PACK	10/100 CASE/PACK	42

MONTANA BROOM & BRUSH CO.

*Michael T. Hitchcock*

Janitorial Supplies: Market Basket						
Description of Product Offered (Name of Product)	Manufacturer of Product Offered	SKU/OEM Product Number of Product Offered	Unit of Measure (UDM/Case)	Size of Each Container in Case (e.g., 1 gallon/4.23 qt)	UOM (e.g., 12/10/24)	Discontinued Price of Product Offered
ST-793 M-P CLNR	STEARNS	ST-793	CAN	.5 OZ	2-CANS 90X.5 OZ CASE	11.90 CAN
ST-794 DET/DISF	STEARNS	ST-794	CAN	.5 OZ	2-CANS 90X.5 OZ CASE	18.98
ST-792 BOWL/CLNR	STEARNS	ST-792	CAN	.5 OZ	2-CANS 90X.5 OZ CASE	13.75
FIGHT 8AC CLNR/DISF	BETCO	31112	CASE	QT	12-QTS CASE	29.17
GREEN EARTH PEROXIDE CLNR RTU	BETCO	32912	CASE	QT	12-QTS CASE	29
23% HCL ACID BOWL/CLNR	BETCO PULL/BRITE BWL	7312	CASE	QT	12-QTS CASE	21.06
NAT. PLANT ACID BWL CLNR	Seventh Generation	22704	CASE	QT	12-QTS CASE	34.25
GLASS CLNR RTU	BETCO DEEP BLE	10804	CASE	GALLON	4X1 GALLON/CASE	5.34
GREEN GLASS CLNR RTU	PROCTOR GAMBLE SPIC-N-SPAN GLASS	31241	CASE	GALLON	3X1 GALLON/CASE	9.5
GREEN SCOUR PAD 6"X9 1/4"	ACS	586	CASE	6"X9 1/4"	6-10CT CASE	0.31
Sponges, nylon/cellulose, medium duty scrubber sponge, 100 percent nylon, green back one side cellulose	ACS	74-612	CASE	6.1/4X3 3/8 SPONGE W/GREEN TOP	20 SPONGES CASE	0.75
Sealer, floor, 1 gallon	BETCO	60704	CASE	GALLON	4X1 GALLON/CASE	13.25
GREEN EARTH SEALER/FINISH	BETCO PRELUDE	54704	CASE	GALLON	4X1 GALLON/CASE	13.44
FLOOR WAX SPRAY BUFF	BETCO EASY TASK	60804	CASE	GALLON	4X1 GALLON/CASE	10.99
HAND SOAP LOTION PEARL WHT	BETCO	78504	CASE	GALLON	4X1 GALLON/CASE	9.36
GREEN HAND SOAP	BETCO	11204	CASE	GALLON	4X1 GALLON/CASE	7.5
22 OZ SPRAY BOTTLE	CONTICO	922B	CASE	EACH	100 CASE	39
SPRAY HEAD FO 22 OZ BOTTLE	CONTICO	902RW7	CASE	EACH	200 CASE	0.84
MOP LARGE 204 OZ BLEND 5" HB	CONTICO	A-02403	CASE	EACH	12 CASE	7.95
TOILET BOWL MOP	CONTICO	WJ51000	CASE	EACH	144 CASE	0.54

MONTANA BROOM & BRUSH CO.  
*Michael F. Hitchcock*

**Coarse Paper: Market Basket**

Description of Product Offered (Name of Product)	Manufacturer of Product Offered	SKU/OEM Product Number of Product Offered	Unit of Measure (UOM) (e.g. CASE)	SIZE OF EACH CONTAINER IN CASE (e.g. 1 gallon, 4.25 oz bar, or 2.5L)	#/UOM (e.g. # of bottles per case)	Discounted Price of Product Offered
1-Ply Recycled Toilet Tissue 4 3/8" x 3 3/4" sheet, 1000 shts/rl, 96/case	Baywest	# 140	CASE	EACH	96/ROLLS/CASE	39.5
1-Ply Recycled Toilet Tissue 4.0" x 4.05" sheet, 80/case	Allied	80254	CASE	EACH	80 ROLLS/CASE	39.75
1-Ply Recycled Toilet Tissue, 2000'/roll, 12 rolls/case	Baywest	2001	CASE	EACH	12/ROLLS/CASE	30.9
1-Ply Recycled Toilet Tissue, 3.5 x 4000', 12" diameter, 3.32 in core, 6/case	Baywest	40010	CASE	EACH	6 ROLLS/CASE	30.9
2-Ply Recycled Toilet Tissue 4 3/8" x 3 3/4" sheet, 500 shts/rl, 96/case	Baywest	# 549	CASE	EACH	96 ROLL/CASE	33.5
2-Ply Recycled Toilet Tissue 3.75" x 1000', 12 rolls/case	Baywest	1002	CASE	EACH	12 ROLLS/CASE	22.4
2-Ply Recycled Toilet Tissue 3.8" x 2000', 12" diameter, 3.3" core 6 rolls/case	Baywest	2002	CASE	EACH	6 ROLLS/CASE	22.75
Recycled C-Fold Towel, 10-1/4" x 13", 150/pkg, 16 pkg per case	Baywest	495	CASE	EACH	16/150 CASE/PACK	17.45
Recycled Multifold Towel 9 1/8" x 9 1/2", white, 16 pks of 250/cs	Baywest	# 483	CASE	EACH	16/250 CASE/PACK	16.79
Recycled Single Fold Towel, 9 x 10, Natural, 16pks of 250/cs	Baywest	# 470	CASE	EACH	16/250 CASE/PACK	14.99
Recycled Kitchen Paper Towel 2-ply, 11 x 19 sheet size, 90 sheets per roll, 30 rolls per case	Baywest	# 410	ROLL	EACH	30 ROLLS/CASE	0.63
Recycled Natural Roll Towel, 8" x 350' roll, 12rolls/case	Baywest	#462	CASE	EACH	12 ROLLS/CASE	17.2
Recycled Natural Roll Towel, 8" x 800' roll, 12rolls/case	Baywest	# 448-40	CASE	EACH	12/CASE	25.75
Recycled White High Capacity Roll Towel, 10 x 8 x 800ft roll, 6 rolls/case	GEORGIA PACIFIC	89470	CASE	EACH	6/CASE	68
Recycled White Center-Pull Towels, 6.8" roll diameter, 6/case	Baywest	6002	CASE	EACH	6/CASE	22.5
2-Ply Recycled Facial Tissue 8" x 8" sheet, 100 shts/bx, 30/case	Baywest	# 130	BOX	BOX	30/100 CASE/BOX	0.56

MONTANA BROOM & BRUSH CO.  
*Michael T. Hitchcock*

**Can Liners: Market Basket**

Description of Product Offered (Name of Product)	Manufacturer of Product Offered	SKU/OEM Product Number of Product Offered	Unit of Measure (UOM, e.g., CASE)	SIZE OF EACH CONTAINER IN CASE (e.g., 1 gallon, 4.25 oz bar, or 2.5L)	#/UOM (e.g., # of bottles per case)	Discounted Price of Product Offered
Liner, Can, Plastic, 23" x 17" x 46" (40" x 46"), 2 Mil, Clear, 125 per case	Omega	OM40462C	CASE	EACH 40X46 2 MIL CLEAR	125/CASE	38.2
Recycled Liner, Can, Plastic, (40" x 46"), 2 Mil, 125 per case	OMEGA	OM40462B	CASE	EACH 40X46 2 MIL BLACK	125/CASE	31.4
Liner, Can, Plastic, 15" x 9" x 23" (24" x 23"), 2 Mil, Clear, 500 per case	Omega	OM24232C	CASE	EACH 24X23 2MIL CLEAR	500/CASE	47.35
Liner, Can, Plastic, 15" x 9" x 23" (24" x 23"), 2 Mil, Black, 500 per case	Omega	OM24X232B	CASE	EACH 24X23 2MIL BLACK	500/CASE	41.25
Liner, Can, Plastic, 23" x 10" x 39" (33" x 39"), 2 Mil, Black, 250 per case	Omega	OM33X392B	CASE	EACH 33X39 2MIL BLACK	250/CASE	44.75
Recycled Liner, Can, Plastic, (33" x 40"), 2 Mil, Black, 100 per case	Omega	OM33X40WB	CASE	EACH 33X40 2MIL BLACK	100/CASE	19.63
Liner, Can, Plastic, 16" x 14" x 36" (30" x 36"), 2 Mil, Black, 250 per case	Omega	OM30X362B	CASE	EACH 30X36 2MIL BLACK	250/CASE	38
Recycled Liner, Can, Plastic, (30" x 37"), 2 Mil, Black, 200 per case	Omega	OM30X372B	CASE	EACH 30X37 2MIL BLACK	200/CASE	31.5

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