



**STATE OF MONTANA  
INVITATION FOR BID  
(THIS IS NOT AN ORDER)**

<b>IFB Number:</b> 29-5721	<b>IFB Title:</b> Book - 19 ( ) 4TH Quarter Grocery Bids 2015
<b>IFB Due Date and Time:</b> 2/17/2015 @ 1:00 PM	<b>Number of Pages:</b> 23

**ISSUING AGENCY INFORMATION**

<b>Procurement Officer:</b> Jim Salmonsens - Warehouse Manager	<b>Issue Date:</b> 1/15/2015
<b>MONTANA STATE PRISON</b> 400 Conley Lake Road Deer Lodge MT 59722	<b>Phone:</b> (406) 846-1320 Ext. 2240 <b>Fax:</b> (406) 846-2959 <b>email:</b> jjsalmonsens@mt.gov  <b>Website:</b> http://gsd.mt.gov

**INSTRUCTIONS TO BIDDERS**

<b>COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUESTED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."</b>	<b>Mark Face of Envelope/Package:</b> <b>IFB Number:</b> 29-5721 <b>IFB Due Date:</b> 2/17/2015
	<b>Special Instructions:</b>

**Alternate Bids:**

Vendors may submit alternate bids(a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responding vendor on the their primary bid. Bids must be clearly identified as "Primary" and

**BIDDERS MUST COMPLETE THE FOLLOWING**

<b>Payment Terms: Net 30 days</b>	<b>Delivery Date:</b>
<b>Bidder Name/Address:</b>	<b>Authorized Bidder Signatory:</b>
<b>Bidder Phone Number:</b>	<b>Bidder FAX Number:</b>
<b>Bidder Federal I.D./Social Security Number:</b>	<b>Bidder E-mail Address:</b>

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**



**STATE OF MONTANA  
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DEPARTMENT OF CORRECTIONS  
MONTANA STATE PRISON



Steve Bullock, GOVERNOR

400 CONLEY LAKE ROAD  
DEER LODGE, MONTANA 59722

STATE OF MONTANA

(406) 846-1320 ext 2240  
WH. FAX: (406) 846-2959

January 30, 2014

TO: ALL FOOD VENDORS

FROM: Jim Salmonsens, Purchasing Agent  
Joe Mihelic, Food Service Director

SUBJECT: FOOD SPECIFICATIONS

THIS IS A REMINDER:

The Montana State Prison (MSP) Food Factory has been licensed by the Montana Department of Livestock to provide finished food products to other Institutions. **Effective July 1, 2003** The Montana Department of Livestock has mandated the MSP Food Factory comply with labeling procedures requiring complete disclosure on approved labels of all ingredients in order of predominance contained with-in a product. Therefore, you will notice a change in the accompanying Bid Specifications for the Fourth Quarter of Fiscal Year 2003, in that all items contained in this Bid Specification listing stipulate the specific ingredients in the specific order, which are acceptable for the identified products. This letter serves as notification that effective **April 1, 2003** the MSP Warehouse will no longer accept items unless it conforms exactly to the bid specifications as written. No deviation from the ingredients listed for each item will be allowed. The items will be refused and returned. The MSP Warehouse will no longer be able to store the refused items until they can be picked-up.

**Bids for all items** must contain a specific brand name. All acceptable items must have a label containing the exact specifications called for in the bid booklet and be referred to by brand name and code number. New brands can be submitted for approval, but first, a sample must be submitted. If the product meets the specification in our bid booklet, the product will appear by brand and code number on the next quarterly bid.

**NO DEVIATION FROM THE INGREDIENTS LISTED FOR EACH ITEM WILL BE ALLOWED.**

**\*\* Items will be returned to you if they do not match our ingredient statements. \*\***

*"AN EQUAL OPPORTUNITY EMPLOYER"*

**IFB BID BOOKLET**

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02010035 BEANS, Lima, Canned case  
 Lima Beans, Water, Salt, Calcium Chloride.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Bobbie Brand, Lakeside Foods, FSA, Allens, Crestop, Stokelys, Libbys, Margaret Holmes Or Approved Only

6      1.00      #10Can      112 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02010040 BEANS, Navy, Canned case  
 Navy Beans, Water, Salt, and Calcium Chloride. (added to maintain firmness)

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Katie's Finest, Allen, Tom Thumb, Stokelys, Natures Gold, Hanover, Sneca, Stokely's, Sunwise, Crest Top, Our Houe, Chef Maxwell. Lakeside, Or Approved Only.

6      1.00      #10Can      112 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02010050 BEANS, Green, Cut, Canned case  
 Green Beans, Water, Salt.

**\*NO SHORT CUT GREEN BEANS\*.**

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Best West, Garden Harvest, Pembrook, McKenzie, Pocahontas, Crest, Chefs Best, Perfection, Freshlike Veri-green, Hart Brand, Stokelys, Libby's, Seneca, New Era, Our House, Sunny Farm, Premium Port Royal. Or Approved Only.

6      1.00      #10Can      112 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02010131 Beans, Wax, Canned Case  
 Beans, Wax (Wax beans, water, salt.).

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Lakeside Foods, Or Approved Brands

6      1.00      #10CAN      224 Case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / Case

**IFB BID BOOKLET**

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02010170 CARROTS, Diced/Sliced case  
 Minimum drained weight 72 oz. Carrots, Water, Salt and Calcium Chloride.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Best West, Chiquita, Stokely's, Allen, Lakeside Foods, Chef Maxwell, Green Valley, FSA Signature, Libbys, Sysco Classic, Crest Top, Veg-All, Chefs Best, Seneca, Double Farm, Diablo Farms, Sunny Farm Or Approved Only.

6      1.00      #10Can      392 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02010240 SAUERKRAUT, Canned case  
 Cabbage, Water, Salt.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Pocahontas, FSA Signature, Lakeside, Sysco Imperial, Libbys, Stokelys, Silver Floss, Chef Best, VegAll, Or Approved Only.

6      1.00      #10Can      56 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02010250 SPINACH, Whole Leaf/Sliced case  
 Spinach, Water.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Crest Top, Allen, Popeye. Or Approved Only.

6      1.00      #10Can      448 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02020061 APRICOT, Can case  
 Apricots, Water, Pear Juice In Concentrate.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Diet Delight, Signature, Carbo Trol, Libby's, Healthy USA, Sysco Classic, Sysco Sahara Burst, Our House, Big House, Seneca, Best West, Northeast, Or Approved Only.

6      1.00      #10Can      112 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02020170 PEACHES,Can,in L.Syrup Diced/Sliced  
Peaches, Water, and Sugar.

case

OR

Peaches, Water, Corn Syrup and Sugar

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Our House ( Dice only ), Dej Foods ( Sliced Only ), Chef Maxwell ( Sliced Only ), Port Royal ( Diced Only ), Stella ( Diced & Sliced ), Or Approved Only.

6      1.00      #10Can      896 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02020192 PEARS, Can, in Juice,(Diced/Sliced)  
Pears, Water, and Pear Juice Concentrate.

case

OR

Pears, Pear Juice from Concentrate, Citric Acid.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Mt. Diablo, Healthy USA, Sysco Sahara Burst, FSA, Signature, Snokist (Red & Blue Labels), Best West, Libby's, Independent (sliced only), Our House, Big Lake, Stella, Monarch Pear Halves, Or Approved Only.

6      1.00      #10Can      392 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02020211 PINEAPPLE, Can  
Pineapple, Pineapple Juice. CRUSHED, WHOLE, & SLICED PINEAPPLE UNACCEPTABLE.

case

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Del Monte, Festival, Sysco International Classic, Deja Foods, Pacific Delite, Our House, Big Lake, Port Royal, Benjamin or Approved Only.

6      1.00      #10Can      448 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02020260 TOMATO, Diced  
Tomatoes, Tomato Juice, Salt, Calcium Chloride, Citric Acid.

case

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Pocahontas, Red Gold, California Fruit & Tomato Kitchens, Nugget, Anna Maria, Sysco Reliance, Sysco Imperial, Mission Pride, Best West, Valentino, California Great Choice, Red Pack, Our House, Big Lake, IPS, LA Foods, Central Valley/Old California. Or Approved Only.

6      1.00      #10Can      1120 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02020280 TOMATO, Puree case  
 Tomatoes.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

FSA Signature, Tomato Delight, California Fruit & Tomato Kitchens, Our House, Great Choice, Anna Maria, CHH, Central Valley. Or Approved Only.

6      1.00      #10Can      112 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02020300 FRUIT, Cocktail, Tropical case  
 Red Papaya, Guava, Pineapple, Yellow Papaya, Pineapple Juice, Passion Fruit Juice, Citric Acid

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Our House, Premium, Or Approved Only.

6      1.00      #10Can      840 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030030 CEREAL, Hot, Cream Of The West case  
 100% Whole Roasted Wheat.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Cream Of The West Or Approved Only.

12      24.00      oz      100 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030050 CEREAL, Hot, Farina case  
 Wheat Farina, Wheat Germ, Disodium Phosphate, Calcium Phosphate (iron source), Niacin, Thiamin, Mononitrate (vit.B1), Riboflavin (vit. B2), Folic Acid

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Grand Union, ShurFine, Sysco House Recipe, Farina Mills, US Mills, Or Approved only

12      28.00      oz      50 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030060 CEREAL, Rolled Oats sack  
 100% Oats (Not Quick Cooking).

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Montana Milling, 21st Century Grain, Grain Millers, Alexander, DDA, Or Approved Only.

1      50.00      lb      40 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02030555 CEREAL, Bran Flakes

case

Whole Grain Wheat, Wheat Bran, Sugar, High Fructose Corn Syrup, Salt, Malt Extract, Annatto Color, Vitamin E (Alpha Tocopherol Acetate), Vitamin C (Asorbic Acid), Reduced Iron, Vitamin A (Palmitate and Beta Carotene), Turmeric (for Color), Niacin (Niacinamide), Zinc ( Zinc Oxide), Vitamin B6 ( Pyridoxine Hydrochloride), Vitamin B12, Vitamin D, folate (Folic Acid), Vitamin B2 (Riboflavin), Vitamin B1 (Thiamin Mononitrate). Contains wheat ingredients. Wheat used in this product contains traces os soybeans.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Malt-O-Meal, Western Family, Ralson,Hospitality Or Approved Only

4      40.00      oz      300 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030560 CEREAL, Cheerios, Bulk

case

Rolled Oats, Wheat Starch, Milled Corn, Salt, Sugar, Trisodium Phosphate, Calcium Carbonate, Color, Tocopherols, Iron (as Reduced Iron), Niacinamide, Thiamine Mononitrate, D-Calcium Pantothenate, Pyridoxine Hydrochloride, Folic Acid. May Contain Traces of Nuts

OR

Whole Grain Oat Flour (Includes the Oat Bran), Modified Food Starch, Wheat Starch, Sugar, Salt, Oat Fiber, Calcium Carbonate, Natural Flavor, Trisodium Phosphate, Vitamin E (Mixed Trocopherols) Added to Preserve Freshness. Vitamins & Minerals: Reduced Iron & Zinc Oxide (Mineral Nutrients), Vitamin C (Sodium Ascorbate), A B Vitamin (Niacinmide), Vitamin B6 (Pyridoxine Hydrocholride), Vitamin B2 (Riboflavin), Vitamin B1 (Thiamin Mononitrate), Vitamin A Palmitate (Protected w/BHT), A B Vitamin (Folic Acid), Vitamin B12, Vitamin D.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Malt-O-Meal, Signature, Western Family, Hospitality, or Approved Only.

8      35.00      oz      100 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030570 CEREAL, Corn Flakes, Bulk

case

Milled Corn, Wheat Starch, Sugar, Malt Extract, Salt, Sodium Bicarbonate, Iron (as reduced iron), Niacinamide, Thiamine Mononitrate, D-Calcium Pantothenate, Pyridoxine Hydrochloride, Folic Acid. May Contain Traces Of Nuts. Spencers Or Approved Only

OR

Milled Corn, Sugar, Salt, Malt Syrup, Corn Syrup, Vitamins & Iron: Sodium Ascorbate (Vitamin C), Reduced Iron, Niacinamide (Niacin), Pyridoxine Hydrochloride (Vitamin B6), Riboflavin (Vitamin B2), Vitamin A (Palmitate), Thiamin Mononitrate (Vitamin B1), Folic Acid, Vitamin D.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Flavorite, IGA, Malt-O-Meal, Western Family, Signature, Ralston, or Approved Only

8      35.00      oz      150 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02030640 CEREAL, Shredded Mini Wheat case  
 CEREAL, Shredded Mini Wheat, Spoon Size, Bulk  
 100% Whole Grain Wheat. BHT is Added to the packaging material.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Western Family, Hospitality Or Approved Only

4      56.00      oz      300 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02040200 ENCHILLADAS, Beef, Frozen case

2.5 oz. #1 Filling: Water, beef, textured vegetable protein product [soy flour, caramel color, zinc oxide, niacinamide, ferrous sulfate, copper gluconate, vitamin A palmitate, calcium panthothenate, thiamine mononitrate, riboflavin, folic acid], contains less than 2% of flavorings, jalapeno peppers [jalapeno peppers, salt, acetic acid, sodium benzoate], paprika, salt, Corn Tortilla: ground corn (corn flour, guar gum, cellulose gum, mono and diglycerides, lime), water, sodium alginate added.  
 Butcher Boy Or Approved Only.  
 OR

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

#2 Filling: Water, beef, textured vegetable protein product [soy flour, caramel color, zinc oxide, niacinamide, ferrous sulfate, copper gluconate, vitamin A palmitate, calcium panthothenate, thiamine mononitrate (B1), Pyrodoxine Hydrochloride (B6), Riboflavin (B2), and Cyanocobalamin (B12)], Modified Food Starch, Flavorings, Salt, and Minced Onion. Corn Tortilla: Enriched ground corn flour ( corn flour, niacin, reduced iron, thiamine Mononitrate, riboflavin, folic acid, calcium stearate, and silicon dioxide to retard cake ) Lime-Water, sodium proplonate, cellulose gum, fumaric acid and sorbic acid added to preserve freshness.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Los Cabos 61250, Or Approved Only.

120      2.50      oz      100 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02041050 FISH, Tuna, Chunk, Canned case

Chunk Light Tuna, Spring Water, Vegetable Broth, Salt. SKIP JACK IS NOT AN ACCEPTABLE PRODUCT.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Chicken Of The Sea (Yellowfin), Duet, Pride, Port Royal, Seville, Benjamin, Premium, Or Approved Brands only.

6      66.50      oz      340 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

**IFB BID BOOKLET**

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02060520 SALT, Granulated sack  
 Iodized. Salt, Sodium Silicoaluminate.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Special Purity, Sysco Classic, Mortons, or Approved Only.

1      1.00      lb      50 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

02060540 SUGAR, Brown sack  
 Bulk. Medium. Soft. Packed in polylined bag. Brown sugar must be soft and easy to crumble upon delivery or vendor will replace at their expense. Delivery to be made as ordered. Sugar, Molasses, Invert Syrup.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Imperial, Spreckels, White Satin, Packer, C&H, Baker Classic, Or Approved Only.

1      50.00      lb      150 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

02061030 P/C, KETCHUP case  
 1000      1.00      ct      120 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061110 P/C, PEPPER, Black case  
 3000      1.00      ct      50 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061130 P/C, SALT case  
 5000      1.00      ct      50 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061160 P/C, SUGAR, Substitute case  
 2000      1.00      ct      30 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02061510 KETCHUP, Vol-Pak box  
 Tomato Concentrate (water, tomato paste), High Fructose Corn Syrup, Distilled Vinegar, Corn Syrup, Salt, Onion Powder, Garlic Powder, Natural Flavors.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Hunts, Heinz, BIB Ketchup, Signature, Monarch/Red Gold Or Approved Only.

1      3.00      gal      240 box

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **box**

02062600 EMULSION, Sweet Dough each  
 Water, Propylene Glycol, Citrus Oils, Essential Oils, Aldehyde, Vanillin Gum, and Yellow #5.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Dawn or Approved Brands Only.

OR  
 EMULSION, Danish  
 Water, natural and artificial flavors, xanthan gum, citric acid, sodium benzoate and caramel color.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

DDA (Dawn) or Approved Brands Only.

1      1.00      gal      12 each

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **each**

02063040 COCOA, Baking, 50 lbs sack  
 Sugar, Chocolate Liquor, Cocoa Butter, Butterfat (Milk), Soy Lecithin, and Vanilla.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Gerken's brand ONLY.

1      50.00      lb      20 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **sack**

02063070 COCONUT, Shredded, Medium box  
 Desiccated Coconut (contains sulfates), Sugar, Water, Propylene Glycol (preserves freshness), Salt, Sodium Metabisulfite.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

co Classic, Baker's Angel Flake, DDA, Pocahontas, Or Approved Only.

5      2.00      lb      20 box

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **box**

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02064081 KITCHEN BOUQUET case  
 Caramel, Vegetable Base [water, carrots, onion, celery, parsnips, turnips, salt, parsley, spices], Sodium Benzoate [less than 0.1% of 1% to preserve freshness], Sulfating Agents.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Kitchen Bouquet Or Approved Only.

4      1.00      gal      10 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02064305 VINEGAR, White case  
 Distilled with water to a uniform pickling and table strength of 5% (50 grain) acidity

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

FSA, Admiration, 1911, Sysco Classic, Zatarains, Woeber, Western Family, Four Monks, or Approved Only.

1      1.00      case      10 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02081023 VEGETABLES, Normandy Blend, Frozen case  
 Must be 1" - 1 1/2" no larger.  
 Broccoli, Cauliflower, and Carrots.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Flav-R-Pac, AgriStar, Valley Fresh, Packers, Sweet Pickens, FSA #3071, LAFoods California Blend, Chef Maxwell, Good Source, Crown, Or Approved Only.

1      20.00      lb      100 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02090010 FLOUR, All-purpose sack  
 No added ingredients.

1      50.00      lb      50 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

02090040 FLOUR, Cake sack  
 High Altitude. Wheat Flour, Niacin, Iron, Thiamine Mononitrate, Riboflavin, Folic Acid.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Cereal, Purasnow, Con Agra Pikes Peak, Gernal Mills, Con Agra American Beauty, ADM or Approved brands only.

1      50.00      lb      100 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02090130 FLOUR, Wheat, Whole  
High Altitude. No added ingredients.

sack

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Cereal Foods, Montana Milling, Packer, ConAgra, Rocky MNT, Gen Mills, Baystate, Or Approved Brands Only.

1      50.00      lb      200 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

02090551 CRACKERS, Salt Free

case

Enriched Wheat Flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin and folic acid), Partially Hydrogenated Vegetable Oil Shortening (contains one or more of the following oils: soybean, cottonseed, canola, sunflower), Salt, Sodium Bicarbonate, Yeast, Malted Barley Flour and Enzymes.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

IGA, Western Family, Keebler, Or Approved Only.

24      1.00      lb      120 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02090575 PREMIUM FRESH

sack

Wheat flour, DATEM, ascorbic acid, L-cysteine, enzymes.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Advantage 500 Dough Conditioner.

1      50.00      lb      40 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

02091140 RICE, White, Bulk

lb

Long Grain Parboiled Rice Enriched with Iron, Ferric Orthophosphate, Thiamine (Thiamine Mononitrate), Folic Acid (Folate).

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Uncle Ben's brand only.

1      1.00      lb      4000 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

02091525 PASTA, Heavy Wall Elbow Mac., Bulk

lb

Made from 100% Semolina. Must be thick wall. Enriched Durum Semolina, Niacin, Ferrous Sulfate, Thiamine Mononitrate, Riboflavin, Folic Acid.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Pasta MT( 120601 ), Pasta USA, Or Approved Only.

1      1.00      lb      4200 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02091565 PASTA, Noodle, Fettuccini, Bulk lb  
 10" made from 100% pure Durum Semolina. Semolina, Iron (ferrous sulfate), Niacin, Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2); Folic Acid (Vitamin B).

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

PASTA MT (thick), Smart & Final, Pasta USA, Our Best Or Approved Brand Only.

1      1.00      lb      2700 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

02091595 PASTA, Spaghetti, Bulk, 10" lb  
 100% Semolina. Semolina, Ferrous Sulfate, Niacin, Thiamine Mononitrate, Riboflavin, and Folic Acid.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

R&F, Pasta MT, Ronzoni, Dakota Growers, New World, Albadoro, Our Best, Pasta USA, Or Approved Brands only.

1      1.00      lb      4000 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

**IFB BID BOOKLET**

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02091596 PIZZA, Pepperoni, Frozen

case

4X6 Square or Round Only!!!!

Pepperoni Pizza (Crust: Enriched Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Defatted Soy Flour, Yeast, Soy Protein Concentrate, Contains 2% or Less of: Vegetable Oil (Soybean, cottonseed, corn and/or canola oil), Sugar, Glucono-Delta-Lactone, Datem, Sodium Bicarbonate, Salt, Dough Conditioner (Wheat Starch, L-Cysteinehydrochloride, Ammonium Sulfate). Sauce: Tomatoes (Water, Tomato Paste, [Not Less Than 28% Soluble Solids]) Modified Food Starch, Sugar, Contains 2% or Less of Dextrose, Salt, Spice, Onion, Dehydrated Romano Cheese (Sheet & # 39; S and Cow & #39; S Milk, Cheese Cultures, Salt, Enzymes), Garlic Powder, Paprika, Citric Acid, Beet Powder. Cheese Blend (Low Moisture Part Skim Mozzarella Cheese [Pasteurized Milk, Cultures, Salt, Enzymes], Mozzarella Cheese Substitute [Water, Vegetable Oil (Corn Oil and/or Soy Oil), Cheese Solids, Modified Food Starch, Nonfat Dry Milk, Sweet Whey, Salt, Magnesium Oxide, Ferric orthophosphate, Vitamin A Palmitate, Niacinamide, Zincoxide, Pyridoxine Hydrochloride (Vitamine B6), Cyanocobalamin]). Fate Reduced Pepperoni (Pork, Beef, Water, Textured Vegetable Protein Product \*[Soy Protein Concentrate, Zinc Oxide, Niacinamide, Feffoussulfate, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Thiamine Mononitrate (B1), Pyridoxine Hydro Chloride (B6), Riboflavin (B2), and Cyanocobalamin (B12)], Salt, Less Than 2% or Spices, Dextrose, Lactic Acid Starter Culture, Oleoresin of Paprika, Flavoring, Sodium Nitrate, BHA, BHT, Citric Acid. \*Ingredient not in Regular Pepperoni.

#2 ROUND

Crust: Enriched Flour (Wheat Flour, Malted Barley Flour, Niacin, Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Defatted Soy Flour, Yeast, Vegetable Shortning (Palm Oil, SoyLecithin, Butter Flavor) Isolated Soy Protein, Soybean Oil, Sugar, Salt, DATEM, Dough Conditioner, (Wheat Starch, L-Cycteine Hydrochloride, Ammonium Sulfate), Ascorbic Acid; Toppings: Low Moisture Part Skim Mozzarella Cheese (Pasteurized Milk, Cultures, Salt, Enzymes), Mozzarella Cheese, Substitute (Water, Vegetable Oil, [Corn and/or Soybean Oil], Cheese Solids, Modified Food Starch, Rennet Casein, Sweet Whey, Niacinimide, Zinc Oxide, Pyridoxine, Hydrochloride [Vitamin B6], Cyanocobalamin; Sauce: Tomatoes (Water, Tomato Paste [No Less Than 28% Soluble Solids]), Modified Food Starch, Sugar, Dextrose, Salt, Spice, Onion, Dehydrated Romano Cheese (Sheep's and Cow's Milk, Cheese Cultures, Salt, Enzymes), Garlic Powder, Paprika, Citric Acid, Beet Powder; Fat Reduced Pepperoni: Pork, Mechanically Separated Pork, Beef, Water, Textured Vegetable Protein Product ( Soy Protein Concentrate, Zinc Oxide, Niacinamide, Ferrous Sulfate, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Thiamine Mononitrate [B1], Pyridoxine Hydrochloride [B6], Riboflavin [B2], and Cyanocabalamin [B12], Salt, Contains 2% or Less of Spices, Dextrose, Lactic Acid Starter Culture, Oleoresin of Paprika, Flavoring, Sodium Nitrate, BHA, BHT, Citric Acid. Contains: Milk, Wheat, and Soy.

\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\*

Tony's 78455, Or Apprived Only.

96      1.00      each      200 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02091600 TACO SHELLS, Hard

case

Enriched Corn (corn pressed with lime, niacin, iron, thiamine mononitrate, riboflavin, folic acid), Partially Hydrogenated Soybean or Canola Oil, Water, Artificial Color.

\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\*

Pancho Villa, Los Amigos, Old Elpaso, Rudy's, or Approved Only.

200      1.00      each      40 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02110180 FILLING, Pie, Pumpkin case  
 Prepared Pumpkin.  
 OR  
 Pumpkin, Sugar Syrup, Water, Salt, Natural Flavors, Spices

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Stokely's, Newport, Seneca, Port Royal Premium, Hart Brand, Libby, or Approved Brands Only.

6      1.00      #10Can      200 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **case**

02111585 PUDDING, MIX, Lemon Speedy Crème sack  
 Add water only. Sugar, Modified Corn Starch, Whey Protein Concentrate, Partially Hydrogenated Soybean Oil, Sodium Phosphate, Lecithin, Natural Flavor, Salt, Artificial Color (Yellow #5 & #6), Ascorbic Acid (Vitamin C), Vitamin A.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

**BERNARD ONLY ACCEPTABLE BRAND!!!**

1      25.00      lb      44 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **sack**

02120025 P/C, MARGARINE case  
 Ventura Foods #89067

648      1.00      ct      160 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **case**

02120530 OIL, Salad drum  
 Fully Refined Soybean Oil.

**\*ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED\***

Dawn, Sysco Reliance, Pocahontas, Ventura Foods #54135, Golden Chef, Ventua, Chef's Pride, Stratas, FSA, Cargill, Inc (K.S), DDA, Or Approved Brands Only.

1      5.00      gal      50 drum

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / **drum**

# MONTANA STATE PRISON SPECIFICATIONS

## (Mail Bid Only)

### 1. Bidding Process

The following steps should be followed in submitting a bid responsive to this Information for Bid (IFB) package:

- 1.1 Fill in all data blanks for each item quoted.
- 1.2 Complete all requested information on the IFB Bid Booklet cover attaching a notarized Montana-Made Product Affidavit if this preference is claimed on any quoted items.
- 1.3 Mail completed IFB Bid Booklet package per instructions to Montana State Prison.

### 2. Bid Requirements

- 2.1 Purchase Orders may not be issued for less than \$100.00.
- 2.2 Purchase orders will be issued to the successful suppliers.
- 2.3 All items must be bid in terms of the unit specified, i.e. pounds, gallons, pints, cases, etc. Failure to bid in specified units, including Pack Specs and Brands, will result in those items being rejected.
- 2.4 Item quantities may be decreased, increased, or canceled within 15 calendar days of the purchase order award. Product is to be delivered as ordered, or when ordered by the user agency. Any decrease, cancellation, or increase beyond this time will be subject to supplier approval.
- 2.5 Changes to the original specifications will be considered alternates and will be considered for award only if:
  - a. no bids are received on the original specifications or;
  - b. the same supplier has the item awarded on the original specification and provides an alternate bid on the same item.
- 2.6 Offerings of products in other than requested Pack Specs would be considered acceptable bids and not alternate bids. However, such offerings must be comparable to the other bids received and are subject to the further acceptance of the user agency.
- 2.7 The State of Montana reserves the right to award in the best interest of the Montana State Prison.
- 2.8 Product Sample must be provided prior to Bid being awarded.

### 3. Product Acceptance

- 3.1 All items are to be as specified or a pre-approved brand as required.
- 3.2 PRE-APPROVED BRANDS: A brand and/or product that has been evaluated and documented as meeting the specifications and is acceptable to the using agency (s) prior to issuance of the Invitation For Bid (IFB).
- 3.3 Product approval of items will be made by this agency.

# SAMPLE

IFB FOOD BOOKLET

18 - Miscellaneous

IFB Number: 95-1007

SIM	Brand	-----Pack Size-----			-----Quote-----
		Qty	Size	Units	Cost / Unit
02060520	Spice, Salt, Granulated Iodized. Bulk. Federal Specification 5ss-31d.				Sacks
	MT Made: YES <input type="checkbox"/>	1	25.0	Pound	60 Sacks
	Brand: : <u><b>Morton</b></u>	<u><b>1</b></u>	<u><b>20</b></u>	<u><b>Lb</b></u>	\$ <u><b>3.02</b></u> /Sacks
02060600	Spice, Taco Seasoning				Each
	MT Made: YES <input type="checkbox"/>	1	5.0	Pound	20 Each
	Brand: : <u><b>Ortega</b></u>	_____	_____	_____	\$ <u><b>10.17</b></u> /Cases
02060620	Spice, Thyme, Ground				Each
	MT Made: YES <input type="checkbox"/>	1	12.0	Ounce	1 Each
	Brand: : <u><b>F.S.A.</b></u>	<u><b>1</b></u>	<u><b>13.0</b></u>	<u><b>Oz</b></u>	\$ <u><b>5.67</b></u> /Cases
02061070	P/C, Dressing, Salad Individual, 12 gram.				Cases
	MT Made: YES <input checked="" type="checkbox"/>	200	12.0	Gram	100 Cases
	Brand: <u><b>P.P.I.</b></u>	<u><b>100</b></u>	<u><b>12.0</b></u>	<u><b>Gr.</b></u>	\$ <u><b>4.11</b></u> /Cases
02061110	P/C, Pepper Black PACKETS: Black. 4 flutes per packet				Cases
	MT Made: YES <input type="checkbox"/>	3000	1.0	Each	25 Cases
	Brand: <u><b>Crescent</b></u>	_____	_____	_____	\$ <u><b>16.59</b></u> /Cases
02061140	P/C, Salt, Nu-Salt Individual packets, .4 oz				Cases
	MT Made: YES <input type="checkbox"/>	2000	0.4	Ounce	6 Cases
	Brand: _____	_____	_____	_____	\$ <u><b>N/B.</b></u> /Cases
02061570	Dressing, Mayonnaise No less than 75% oil. Not less than 4% by weight of egg yolk ingredients. Sysco, Kraft, Nifda, Silver Rey or Nalley's brands only.				Drums
	MT Made: Yes <input type="checkbox"/>	1	30.0	Pound	10 Drums
	Brand: <u><b>Nalleys</b></u>	<u><b>1</b></u>	<u><b>10</b></u>	<u><b>Lb</b></u>	\$ <u><b>5.22</b></u> /Drums

**Note: If ONLY the is filled in we will assume that Pack Sizes are as specified. N/B = No Bid.**

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including 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 the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the 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 the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana 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.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be 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 is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The 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 the 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 the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**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 sections 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>.

**SEPARABILITY 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 dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

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

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent 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. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

# GENERAL SPECIFICATIONS

## 1. Deliveries

- 1.1 Successful suppliers will commence deliveries immediately after receipt of the purchase order on or before July 1, 2005.
- 1.2 Deliveries will be for the exact amount ordered.
- 1.3 Deliveries are to be made to the Montana State Prison Receiving Warehouse. Delivery hours will be between 8:00 AM and 3:00 PM, Monday through Friday, excluding holidays. For immediate unloading of large deliveries, suppliers should coordinate with this agency. It is suggested that a four (4) hours advanced notice (telephone call) would be appropriate.
- 1.4 Note: This agency may charge the supplier for additional costs for after hours and weekend deliveries. Such deliveries will be allowed only at the convenience of the agency and will be arranged in advance.
- 1.5 The supplier must prepare all products for shipment according to industry standards. All goods received must be undamaged from transit, delivered and invoiced in the amount ordered, and supplied at the pack, price, grade and/or brand name described in the purchase order. Any damaged product will be the responsibility of the supplier and will be replaced at no additional charge to the user agency.
- 1.6 Delivery tickets are to accompany each shipment and are to be signed by the receiver. Three (3) copies are to be left with the receiver. GOODS WILL NOT BE RECEIVED unless an itemized invoice accompanies the shipment.
- 1.7 All delivery invoices must contain pack size, brand, portion size, and unit price.
- 1.8 All items delivered shall be current pack and shall, under proper storage conditions, and have at least a minimum of a three (3) month shelf life.
- 1.9 Deliveries for all Quarterly **Frozen** Food Items shall be made in three equal parts commencing on the first week of the first month of the quarter and the first week of the remaining two months. Refer to the specific specifications for any additional information.

## 2. Acceptance

- 2.1 The user agency has the right to reject any or all products that do not appear to meet specifications. Final inspection and acceptance of all products will be made at the time of the product is opened and prepared for use in the kitchens (within three (3) months from date of the delivery).
- 2.2 All items of one kind are to be the same brand as indicated on the bid: differing brands for a single item will be rejected, additionally, two or three brands delivered for a single item will be rejected by the user agency.
- 2.3 The Montana State Prison reserves the right to call for official USDA inspection in any instance where the drained weight, syrup density, count, quality or condition of the product is in question. If the item meets specifications, quality and condition, Montana State Prison shall bear the cost of the inspection. If the item is rejected or fails to meet those requirements, the supplier will pay the cost of inspection and shall be required to correct the problem to satisfy the bid requirements in a timely fashion.
- 2.4 Purchase orders will carry no notation when an USDA certificate is not required, but will indicate the brand name and specification for items to be delivered.
- 2.5 CERTIFICATES: All items requiring USDA certificates must be covered and accompanied by either (1) an original, (2) a manually signed true copy, or (3) Photocopy of a certificate of quality and condition issued by the USDA. No other type of inspection certificate will be accepted.
- 2.6 TIME LIMIT: The certificate must be dated and issued within twelve (12) months prior to the date of shipment for canned vegetables, canned fruit and fruit juices.
- 2.7 If higher-grade merchandise is offered for delivery in lieu of that specified in the bid, it shall be acceptable, provided all other requirements are met. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least twelve (12) months, except for aseptic-pack juices which must have a shelf life minimum of four (4) months when received by agency.

## 3. Payment

- 3.1 Payment to the supplier will be made by the user agency from the approved delivery invoice. Payment will be accomplished within 30 days of receipt of goods or invoicing, whichever is later, if product is as specified and statements are in proper form.
- 3.2 Monthly statements are to be submitted monthly to the "Bill to" location identified on the purchase order.
- 3.3 Purchase Order number must appear on all invoices, bills of lading, cases and correspondence.

# FROZEN FOOD SPECIFICATIONS

## 1. Packaging

1.1 Must be U.S. Grade A and so labeled. Plastic (polyethylene) bags are the preferred packaging: vegetables must be packed in the current year and delivered at zero (0°F) degrees Fahrenheit.