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

IFB Number:	IFB Title:
29-5700	Book - 13 (Cheese) 1st Quarter Food Bid FY2015
IFB Due Date and Time: 5/15/2014 @ 2:00 PM	**Number of Pages:** 11

ISSUING AGENCY INFORMATION

Procurement Officer:	Issue Date:
Jim Salmonsen - Warehouse Manager	4/14/2014

MONTANA STATE PRISON 400 Conley Lake Road Deer Lodge MT 59722	Phone:(406) 846-1320 Ext. 2240 Fax:(406) 846-2959 email: jisalmonsen@mt.gov Website: http://gsd.mt.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUESTED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	**Mark Face of Envelope/Package:** IFB Number: 29-5700 IFB Due Date: 5/15/2014 **Special Instructions:**

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

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

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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 Salmonsen, 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. ****

IFB BID BOOKLET

Book 13 - Cheese		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02050012 CHEESE, American, Processed Sliced lb

Yellow. 160 slices per 5 lb. American Cheese (milk, salt, cheese culture, enzymes), Water, Cream, Sodium Citrate, Salt, Sorbic Acid (added as a preservative), Lecithin (non-sticking agent).
ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED
Bongard's, Or Approved Brands Only.

	Qty	Size	Units	Cost	/ Unit
	1	1.00	lb	1000	lb
Brand: _____	_____	_____	_____	$_____.____	**/ lb**

02050015 CHEESE, American, Individual Wrap lb

1/2 oz. slices, 32 slices per lb. American Cheese (Milk, Cheese Cultures, Salt, Enzymes), water, milk fat, whey protein concentrate, whey, sodium citrate, salt, sorbic acid (as a preservative), annatto and oleoresin paprika (if colored).
ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED
Bongard's, Or Approved Only.

	Qty	Size	Units	Cost	/ Unit
	1	1.00	lb	230	lb
Brand: _____	_____	_____	_____	$_____.____	**/ lb**

02050032 CHEESE, Cheddar, Shredded lb

Mild. Mild Cheddar, (Pasterurized Milk, Cheese Culture, Salt, Enzymes, Annatto Color, Potato Starch & Powdered Cellulose Added to Prevent Caking, Natamycin (Natural Mold Inhibitor). Contains: Milk.
ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED
Winona Foods, Inc. AMPI, Katies Finest, Or Approved Brands

	Qty	Size	Units	Cost	/ Unit
	1	1.00	lb	7000	lb
Brand: _____	_____	_____	_____	$_____.____	**/ lb**

02050051 CHEESE, Parmesan, Grated lb

Part-skim milk, cows milk, cheese culture, salt, enzymes, anti-caking (cellulose and starch). Potassium Sorbate.
ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED
Milano, Pisa, or Approved Only.

	Qty	Size	Units	Cost	/ Unit
	1	1.00	lb	1200	lb
Brand: _____	_____	_____	_____	$_____.____	**/ lb**

02050062 CHEESE, Swiss, Individual Wrapped lb

½oz. Slices, 32 Slices per lb. Cultured Milk, Water, Whey, Cream, Modified Whey Protine, Sodium Citrate, Modified Food Startch, Salt, Calcium Phosphate, Milk Protine Concentrate, Lactic Acid (Preservative), Sodium Phosphate,
Enzymes, Vitamin D3.
ALL INGREDIENTS MUST MATCH EXACTLY OR PRODUCT WILL BE REFUSED
Al Place, Western Family Or Approved Only

	Qty	Size	Units	Cost	/ Unit
	1	1.00	lb	340	lb
Brand: _____	_____	_____	_____	$_____.____	**/ lb**

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 Qty	Pack Size Size	Pack Size Units	Quote Cost / Unit
02060520	Spice, Salt, Granulated Iodized. Bulk. Federal Specification 5ss-31d.				Sacks
	MT Made: YES ____	1	25.0	Pound	60 Sacks
	Brand: : Morton	1	20	Lb	$ 3.02 /Sacks
02060600	Spice, Taco Seasoning				Each
	MT Made: YES ____	1	5.0	Pound	20 Each
	Brand: : Ortega				$ 10.17 /Cases
02060620	Spice, Thyme, Ground				Each
	MT Made: YES ____	1	12.0	Ounce	1 Each
	Brand: : F.S.A.	1	13.0	Oz	$ 5.67 /Cases
02061070	P/C, Dressing, Salad Individual, 12 gram.				Cases
	MT Made: YES X	200	12.0	Gram	100 Cases
	Brand: P.P.I.	100	12.0	Gr.	$ 4.11 /Cases
02061110	P/C, Pepper Black PACKETS: Black. 4 flutes per packet				Cases
	MT Made: YES ____	3000	1.0	Each	25 Cases
	Brand: Crescent				$ 16.59 /Cases
02061140	P/C, Salt, Nu-Salt Individual packets, .4 oz				Cases
	MT Made: YES ____	2000	0.4	Ounce	6 Cases
	Brand: ____				$ N/B. /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 ____	1	30.0	Pound	10 Drums
	Brand: Nalleys	1	10	Lb	$ 5.22 /Drums

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

SAMPLE

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 <u>Frozen</u> 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.