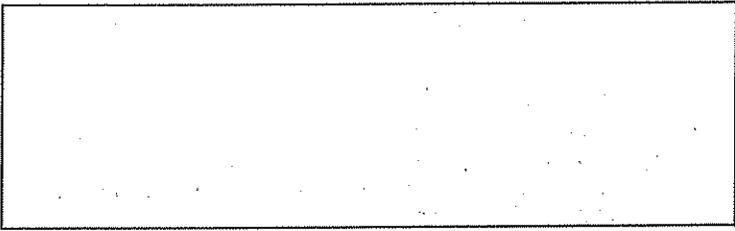


STATE OF MONTANA
INVITATION FOR BID

Purchasing Dept.
Mt. School For Deaf & Blind
406-771-6000
406-771-6164 (fax)

THIS IS NOT AN ORDER



DATE: June 26, 2012
INVITATION FOR BID NO. 13-04
BID TITLE: Bakery Products
This bid consists of pages 1-6

SEALED BIDS will be received until 2 P.M. on

Month July Day 26 Year 2012

and will then be publicly opened by M.S.D.B. Personnel.

Issued by

Bill Sykes, Business Manager

***RETURN BID IN SEALED ENVELOPE MARKED AS SHOWN:**

PURCHASING DEPT.
MT SCHOOL FOR DEAF & BLIND
3911 CENTRAL AVENUE
GREAT FALLS MT 59405-1697

BID No. 13-04
BID Opening Date: July 26, 2012

BEFORE MAILING, PLEASE:

- ** Review Standard Terms and Conditions
- ** Properly identify return envelope
- ** Sign your bid on the front page
- ** Initial any bid changes you made
- ** Submit bid security (if requested)
- ** Include literature (if requested)
- ** List contractor's licenses (if requested)
- ** Review & complete all requirements listed herein to ensure compliance

PLEASE COMPLETE

Delivery Date: _____ Payment Terms: _____
Supplier Name: _____
Typed/Printed Name: _____
By: _____ Phone () _____
Authorized Signature

NO RESPONSE

- Take me off the vendors list for this class item
- Keep me on the vendors list for future bids.
- OTHER: _____

IMPORTANT: SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

INVITATION FOR BID STANDARD TERMS AND CONDITIONS

REFERENCE TO CONTRACT

The contract (Purchase Order) number **MUST** appear on all invoices, packing lists, packages, shipping notices and correspondence pertaining to the contract.

SHIPPING

Goods shall be shipped prepaid, f.o.b. destination. In the event the contract terms specify f.o.b. shipping point, shipping charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via least expensive way. The State of Montana reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM DISCOUNTS/BILLING

All payment terms listed on this contract will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. State law allows agencies 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes. Exemption certificates will be furnished upon request.

NON-DISCRIMINATION

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age.

The contractor shall comply with the Disabilities Act of 1990.

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the Occupational Safety and Health Administration's "Hazard Communication Rule," 29 CFR 1910 and 50-78-101 through 50-78-402, Montana Codes Annotated.

VENUE

Any mediation, arbitration or litigation involving the contractor and the State, that may arise out of the bid, proposal or performance of a subsequent contract, shall be filed or heard in Lewis and Clark County, interpreted according to Montana law and each party shall pay its own costs and attorney fees.

INDEMNIFICATION

By accepting a contract, the contractor agrees to "hold the State harmless" and to **DEFEND AND INDEMNIFY** the State for any and all causes of action arising from the contractor's negligent execution of the contract.

ACCESS TO RECORDS

Per section 18-1-118, Montana Codes Annotated, the contractor must allow the legislative auditor and legislative fiscal analyst sufficient access to the contractor's records to determine the parties compliance to the terms of the contract. Refusal to allow access to these records will result in termination of the contract.

MINIMUM ORDER

Contracts (Purchase Orders) will not be issued for orders less than \$100 unless in the best interest of the State.

COLLUSION PROHIBITED

The signature on this bid guarantees that the prices quoted have been established without collusion with other contractors and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

FACSIMILE RESPONSES

Facsimile responses will be accepted **ONLY** if they are transmitted and received prior to the time set for receipt of bids (2:00 P.M.). Bids, or portions thereof, received after the due time will not be considered.

WARRANTIES

The contractor warrants that items bid will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Each item on which a contractor submits a quotation must be new and unused and of the latest model or manufacture unless otherwise specified by the State. It shall be equal in quality and performance characteristics to those indicated in the bid.

Descriptions used in this bid are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Goods delivered which do not conform to the contract terms, conditions or specifications may be rejected and returned at the contractor's expense.

Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

ACCEPTANCE/REJECTION OF BIDS

The State of Montana reserves the right to accept or reject any or all bids, wholly or in part, to make awards in any manner deemed in the best interest of the State.

Bids will be firm for thirty days, unless stated otherwise.

PRICE SUBMISSION

For each item on which a contractor is bidding, one (1) principal price shall be listed in the unit price column and extended for the quantity requested. If the contractor elects to submit prices on additional supplies/services (alternate brands, models, items, etc.), the secondary price(s) and extension shall also be listed and will be considered only if the principal price is to receive the award.

All-or-none bids may be submitted as alternatives and will be considered if clearly in the best interest of the State. All or none bids must contain item-by-item prices.

BAKERY PRODUCTS

1.0 SCOPE

- 1.1 Provide bakery products to the **MONTANA SCHOOL FOR THE DEAF AND BLIND (HEREINAFTER REFERRED TO AS MSDB)** for the period of **AUGUST 20, 2012 through June 1, 2013** unless otherwise indicated.
- 1.2 Bid prices will remain firm for the contract period.
- 1.3 Product is to be delivered on an "as needed" basis as requested by **MSDB**.

2.0 BID REQUIREMENTS

- 2.1 Item quantities have been established by survey method, therefore, quantities may be decreased, increased, or cancelled within fifteen (15) calendar days after the purchase order award. Any decrease, cancellation, or increase beyond this time will be subject to supplier approval.
- 2.2 All bakery products are to be made of the best quality enriched flour, according to Federal Specifications for vitamin and mineral enrichment. Other ingredients are to be pure and of good quality. Products are to be well-risen, crust firm and of uniformly good color. Bread, unless otherwise noted, is to be sliced one-half inch thick and wrapped before delivery. Doughnuts and rolls, unless otherwise noted, are to be freshly baked and delivered in sanitary trays, covered with waxed paper. **EMPTY CONTAINERS ARE TO BE PICKED UP AFTER EACH DELIVERY.** Containers will not be stored. Bagels are to be packed in plastic bags prior to delivery.
- 2.3 Due to agencies' noted lack of freezer capacity, "fresh frozen" products will not be acceptable for this bid.

3.0 PRODUCT ACCEPTANCE

- 3.1 Deliveries will be for the amount ordered, or as requested by **MSDB**. Deliveries will be made as requested to the F.O.B. location for **MSDB** during the times requested by **MSDB**.

Doughnuts and rolls are to be freshly baked for 6:00 a.m. delivery, unless otherwise requested by **MSDB**.

- 3.2 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 products will be the responsibility of the supplier and will be replaced at no additional charge to **MSDB**.

BAKERY PRODUCTS

- 3.3 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 the shipment is accompanied by an itemized invoice.
- 3.4 All delivery invoices must contain pack size, brand, portion size, unit price and purchase order number.
- 3.5 **MSDB** 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 the product is opened and prepared for use in the kitchens.

4.0 PAYMENT

- 4.1 Payment to the supplier will be made by **MSDB** from the approved delivery invoice. Payment will be accomplished within thirty (30) days of receipt of goods or invoicing, whichever is later, if the product is as specified and statements are in proper form.
- 4.2 Monthly statements are to be submitted as noted in the "Bill TO..." location identified on the purchase order.

5.0 TERMINATION/CANCELLATION

- 5.1 Either party reserves the right to terminate this contract, with the documented cause and mutual agreement in writing, by giving a forty-five (45) day written notice.
- 5.2 Continuous problems of various natures will also constitute cancellation of this contract.
- 5.3 In case of default by either party, cancellation will proceed as follows:
 - a. Written notification of default will be presented to the party or sent by registered mail requiring remedy to the default and written explanation to be completed within five (5) days of receipt of notification. Failure to effect such corrections will be grounds for immediate cancellation.
 - b. If notice of default has been repetitive or overall performance of contract is unsatisfactory; if the same default repeats on more than two (2) occasions, the third default of any nature will cancel the contract.
 - c. If such default results in a public health or safety

BAKERY PRODUCTS

hazard, remedy or cancellation shall be effected immediately (within eight (8) hours of verbal notification, with documentation follow).

6.0 QUOTATION SUBMITTAL

6.1 Offerings of products in other than requested packs must be comparable to the other bids received and will be subject to the further acceptance of **MSDB** and State Purchasing.

6.2 Awards will be final when a purchase order is issued.

6.3 **MSDB** reserves the right to award:

- a. On an "all or none" basis unit prices must be provided;
or
- b. In the best interest of the State of Montana and **MSDB**.

6.4 Changes to the original specification will be considered alternates and will be considered for award only if (1) no bids are received on the original specifications, or (2) the same supplier has the item awarded on the original specification and provides an alternate bid on the same item.

8.0 AGENCY REQUIREMENTS

8.1 F.O.B.

MONTANA SCHOOL FOR THE DEAF AND BLIND
3911 CENTRAL AVENUE
GREAT FALLS, MT 59405-1697

8.2 DELIVERY: Items to be delivered as requested by **MSDB** personnel.

Addendum: **MSDB** reserves the right to cancel any purchase orders which have been awarded to a vendor for non-compliance with the above specifications. At the time of cancellation, **MSDB** will not accept any more deliveries of the cancelled item(s). After a second cancellation, **MSDB** will review the vendor's performance record to ascertain accepting additional bids from the vendor.

BAKERY PRODUCTS

2012 – 2013 School Year

Must indicate pack size and price per ounce for bid to be considered.

CLASS	ITEM	ITEM DESCRIPTION	QUANTITY	UNIT PRICE/OUNCE	EXTENSION
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Bread: Whole Wheat, 1 ½ lb loaves. Sliced. Any brand acceptable. PACK: ___ oz/ ___ cs	450 loaves	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Bread: White, 1 ½ lbs loaves, sliced, Any brand acceptable. PACK: ___ oz/ ___ cs	600 loaves	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Buns: Hamburger, sliced and packaged. Any brand acceptable. PACK: ___ oz/ ___ cs	175 pkg	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Buns: Hot Dog, sliced and packaged Any brand acceptable. PACK: ___ oz/ ___ cs	175 pkg	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Buns: Hamburger, whole wheat, sliced and packaged. Any brand acceptable. PACK: ___ oz/ ___ cs	175 pkg	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Buns: Hot Dog, whole wheat, sliced and packaged Any brand acceptable. PACK: ___ oz/ ___ cs	175 pkg	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT)	YES ___ Buns: Poor Boy or equivalent, whole wheat Any brand acceptable. PACK: ___ oz/ ___ cs	150 pkg	_____.	_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Buns: Kaiser or equivalent, white
Any brand acceptable.
PACK: ___ oz/ ___ cs
150 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Bread: French, 1 lb loaves, unsliced, white
Any brand acceptable.
PACK: ___ oz/ ___ cs
200 loaves _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Bread: French, 1 lb loaves, unsliced., whole wheat
Any brand acceptable.
PACK: ___ oz/ ___ cs
200 loaves _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Bread: White, 1 ½ loaves. Texas Toast –
Thick ¾ inch slices.
Any Brand acceptable.
PACK: ___ oz/ ___ cs
350 loaves _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Bread: Whole wheat, 1 ½ loaves. Texas Toast –
Thick ¾ inch slices.
Any Brand acceptable.
PACK: ___ oz/ ___ cs
350 loaves _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Muffins: English, white,
Any brand acceptable.
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Muffins: English, whole wheat,
Any brand acceptable
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Muffins: English, raisin or cinnamon/raisin
Any brand acceptable
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Buns/Rolls: Dinner, white
Any brand acceptable.
PACK: ___ oz/ ___ cs
150 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Buns/Rolls: Dinner, whole wheat
Any brand acceptable.
PACK: ___ oz/ ___ cs
150 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Bread Sticks: white, plain, soft
Any brand acceptable.
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Bread Sticks: garlic flavored, soft
Any brand acceptable.
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Bread Sticks: whole wheat, plain, soft
Any brand acceptable.
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Bread Sticks: plain, hard
Any brand acceptable.
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Bread Sticks: whole wheat, hard
Any brand acceptable.
PACK: ___ oz/ ___ cs
100 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Bagels: sliced, assorted flavors including wheat,
NO onion or garlic
Any brand acceptable.
PACK: ___ oz/ ___ cs
150 pkg _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Donette Gems or Gem Donuts: Assorted flavors
of plain, powdered, crunch. Any brand acceptable.
PACK: ___ oz/ ___ cs

100 pkg

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Cinnamon Roll: frosted, glazed or plain (assorted)
Without raisins and without nuts, 36 count or less.
Any brand acceptable.
PACK: ___ oz/ ___ cs

50 pkg

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Angel Food Cake: plain, half cakes.
Any brand acceptable.
PACK: ___ oz/ ___ cs

5 cs

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Angel Food Cake: plain, whole cakes.
Any brand acceptable.
PACK: ___ oz/ ___ cs

10 cs

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Angel Food Cake: individual cake cups,
Any brand acceptable.
PACK: ___ oz/ ___ cs

10 cs

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Snack Pie: individually packaged, cherry.
Any brand acceptable.
PACK: ___ oz/ ___ cs

5 cs

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Snack Pie: individually packaged, apple.
Any brand acceptable.
PACK: ___ oz/ ___ cs

5 cs

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Snack Cakes: Twinkies, chocolate, single serve packages
Any brand acceptable.
PACK: ___ oz/ ___ cs

5 cs

_____.

_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Snack Cakes: Twinkies, vanilla/white, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Cupcakes: chocolate, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Cupcakes: vanilla/white, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Hohos: (or similar), any flavor, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Ding Dongs: (or similar), any flavor, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Sno Balls: (or similar), any flavor/color, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Muffin, mini: any flavor except blueberry, single serve packages
Any brand acceptable.
PACK: ___oz/___cs

15 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES____
Muffin: individually packaged, poppyseed
Any brand acceptable.
PACK: ___oz/___cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ____
Muffin: individually packaged, banana and/or banana nut
Any brand acceptable.
PACK: ____ oz/ ____ cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ____
Muffin: individually packaged, chocolate chip
Any brand acceptable.
PACK: ____ oz/ ____ cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ____
Muffin: individually packaged, chocolate
Any brand acceptable.
PACK: ____ oz/ ____ cs

5 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ____
Yodels: (or similar) vanilla/white, pound, cylinder,
shaped cake with chocolate covering.
Boxes of 10 or 12 each. Any brand acceptable.
PACK: ____ oz/ ____ cs

5 cs _____