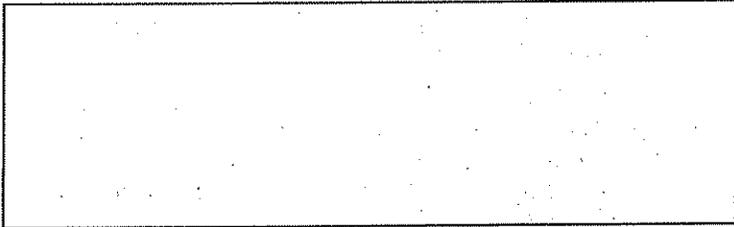


STATE OF MONTANA
INVITATION FOR BID

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. 13-01

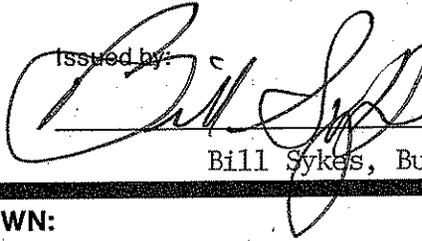
BID TITLE: Dairy Fluids

This bid consists of pages 1 - 4

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. 13-01
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.

CLASS I DAIRY FLUIDS

1.0 SCOPE

1.1 Provide dairy fluids for the period of **August 20, 2012 through June 1, 2013 to the MONTANA SCHOOL FOR THE DEAF AND BLIND (HEREINAFTER REFERRED TO AS MSDB)**.

1.2 FISCAL NOTATION

Delivery is as specified in Section 3.0. Payment cannot be made until _____ after delivery of products as ordered herein.

1.3 Bid prices will remain firm for the contract period.

1.4 Purchase Orders will be issued to the successful bidders.

2.0 BID REQUIREMENTS

2.1 All items must be bid in terms of the unit specified (i.e., gallons, ounces, etc.). Failure to bid in specific units will result in those items being rejected.

2.2 Item quantities have been established by survey method, therefore, quantities may be decreased, increased, or canceled.

2.3 All milk and cream to be from licensed producers, Grade A, and pasteurized. All cases and containers to be clean, sanitary, sound, and free from rust and foreign odors. All products to be made from clean sweet cream, milk and milk products in accordance with the best sanitary practice and State and city regulations.

2.4 All dairy products must comply with rules and regulations established by the Montana Department of Livestock for dairy products, and be furnished by licensed, Grade A dealers.

2.5 In placing a bid for dairy fluids, all Class I dairy products may be supplied at the Milk Control Board Institution prices and/or School Lunch Program pricing if applicable.

2.6 Bulk product to be packaged in six (6) gallon plastic cage with polyliner or returnable six (6) gallon plastic container. Cardboard boxes are unacceptable, and will only be allowed in cases of emergency. Please see additional agency requirements listed in bid.

3.0 DELIVERIES

3.1 Successful suppliers will commence deliveries as requested by **MSDB**.

CLASS I DAIRY FLUIDS

- 3.2 Deliveries will be for the amount ordered or as requested by **MSDB**.
- 3.3 Deliveries will be made to the F.O.B. location for **MSDB** during the times requested by **MSDB**.
- 3.4 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 **MSDB**.
- 3.5 Delivery tickets are to accompany each shipment and are to be signed by the receiver and three (3) copies left with the receiver. **GOODS WILL NOT BE RECEIVED** unless the shipment is accompanied by an itemized invoice.
- 3.6 All delivery invoices must contain pack size, brand, portion size and unit price.
- 3.7 Milk must be delivered with a minimum of seven (7) days left on the pull date.

4.0 ACCEPTANCE

- 4.1 **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 dispensed.
- 4.2 Unused product must be picked up by the supplier and credited at the discretion of **MSDB**.

5.0 PAYMENT

- 5.1 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 product is as specified and statements are in proper form.
- 5.2 Monthly statements are to be submitted as noted in the "Bill to. . .:" location identified on the Purchase Order.

6.0 TERMINATION/CANCELLATION

- 6.1 Either party reserves the right to terminate this contract, with documented cause and mutual agreement in writing, by giving a forty-five (45) day written notice.
- 6.2 Continuous problems of various natures will also constitute

CLASS I DAIRY FLUIDS

cancellation of this contract.

6.3 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 certified 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 (3rd) default of any nature will cancel the contract.
- c. If such default results in a public health or safety hazard, remedy or cancellation shall be effected immediately (within eight (8) hours of verbal notification with documentation to follow).

7.0 AGENCY REQUIREMENTS

DELIVERIES:

All products must be delivered a minimum of three times per week, Monday through Friday, between the hours of 6:00 a.m. and 8:30 a.m. Deliveries are to be made as arranged with **MSDB PERSONNEL**.

DAIRY FLUIDS

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 ___	Milk, 2 %: in half pint containers, pasteurized. Homogenized. Not less than 2 % butterfat. To contain not less than 8 % solids not fat. PACK: ___ oz/ ___ cs	750 cs	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT) YES ___	Milk. Skim: in half pint containers. Pasteurized. Homogenized. Not less than 3 % butterfat. To contain not less than 8 % solids not fat. PACK: ___ oz/ ___ cs	450 cs	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT) YES ___	Milk, 1 per cent, in half pint containers. Pasteurized. Homogenized. Not less than 3 % butterfat To contain not less than 9 % solids not fat. PACK: ___ oz/ ___ cs	450 cs	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT) YES ___	Milk, Chocolate: 2 % in half pint containers, Pasteurized. Homogenized. Not less than 2 % butterfat. To contain not less than 8 % solids not fat PACK: ___ oz/ ___ cs	250 cs	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT) YES ___	Milk, Chocolate: 1 %, in half pint containers, Pasteurized. Homogenized. Not less than 2 % butterfat. To contain not less than 8 % solids not fat PACK: ___ oz/ ___ cs	450 cs	_____.	_____.
275-20	(IS THIS A MONTANA MADE PRODUCT) YES ___	Milk, Chocolate: skim in half pint containers, Pasteurized. Homogenized. Not less than 2 % butterfat. To contain not less than 8 % solids not fat PACK: ___ oz/ ___ cs	250 cs	_____.	_____.

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, Strawberry: 2 % in half pint containers, Pasteurized.
Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat
PACK: ___ oz/ ___ cs

50 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, Strawberry: 1 %, in half pint containers, Pasteurized.
Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat
PACK: ___ oz/ ___ cs

50 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, Strawberry: skim, in half pint containers, Pasteurized.
Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat
PACK: ___ oz/ ___ cs

50 cs _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, Chocolate: 2 % in half gallon containers.
Pasteurized. Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat.
PACK: ___ oz/ ___ cs

1 75 gal _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, Chocolate: 1 % in half gallon containers.
Pasteurized. Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat.
PACK: ___ oz/ ___ cs

175 gal _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk: 2 %, in one half gallon containers, Pasteurized.
Homogenized, Not less than 2 % butterfat.
To contain not less than 8 % solids not fat.
PACK: ___ oz/ ___ cs

200 gal _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, Skim: in one half gallon containers. Pasteurized.
Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat
PACK: ___ oz/ ___ cs

100 gal _____

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk, 1 %: in one half gallon containers. Pasteurized.
Homogenized. Not less than 2 % butterfat.
To contain not less than 8 % solids not fat
PACK: ___ oz/ ___ cs

100 gal

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk; Homogenized, Pasteurized,
in one half gallon containers, contains not less
than 8 % solids not fat.
PACK: ___ oz/ ___ cs

200 gal

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Buttermilk, Cultured: Cultured low fat milk,
1 % milk fat. Grade A Pasteurized.
Quart containers only.
PACK: ___ oz/ ___ cs

400 qt

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk; Soy, vanilla flavored
in one half gallon containers, contains not less
than 8 % solids not fat.
PACK: ___ oz/ ___ cs

50 gal

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk; Soy, chocolate flavored
in one half gallon containers, contains not less
than 8 % solids not fat.
PACK: ___ oz/ ___ cs

50 gal

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk; lactose free, chocolate flavored
in one half gallon containers, contains not less
than 8 % solids not fat.
PACK: ___ oz/ ___ cs

50 gal

275-20 (IS THIS A MONTANA MADE PRODUCT) YES ___
Milk; lactose free, white or vanilla flavored
in one half gallon containers, contains not less
than 8 % solids not fat.
PACK: ___ oz/ ___ cs

50 gal

275-20 (IS THIS A MONTANA MADE PRODUCT)

Half and Hal: 1 pint

PACK: ___ oz/ ___ cs

50 pints

275-20 (IS THIS A MONTANA MADE PRODUCT)

Half and Hal: 1 quart

PACK: ___ oz/ ___ cs

25 quarts
