



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
DPS1310

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR
*616125659 740-376-1822 BROUGHTON FOODS LLC 1701 GREENE ST PO BOX 656 MARIETTA OH 45750

SHIP TO
WEST VIRGINIA STATE POLICE  4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

DATE PRINTED
11/01/2012

BID OPENING DATE: 11/21/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		380-75		
MILK AND DAIRY PRODUCTS						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE DAIRY PRODUCTS TO THE WEST VIRGINIA STATE POLICE ACADEMY, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. DSP1310 SPECIFICATIONS. 4. CERTIFICATION AND SIGNATURE PAGE. 5. PURCHASING AFFIDAVIT. 6. RESIDENT VENDOR PREFERENCE (RVP) FORM.						
***** THIS IS THE END OF RFQ DPS1310 ***** TOTAL:						4,223.73

11/21/12 10:01:29 AM  
 West Virginia Purchasing Division

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-283-2479	DATE 11-20-12
FEIN 04-3742039	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# DPS 1310-Pricing Pages

000025

Item #	Description	*Estimated Monthly Quantity	Unit Price	Extended Price
1.	Homogenized Milk, White, 1/2 pint,	600 - 1/2 pints	\$ .2325	\$ 139.50
2.	Homogenized Milk, White, pints,	400 - pints	\$ .5329	\$ 213.16
3.	2% reduced fat milk, White, 1/2 pint,	600 - 1/2 pints	\$ .2162	\$ 129.72
4.	2% reduced fat milk, White, pint,	1,000 - pints	\$ .5077	\$ 507.70
5.	Fat free skim milk, White, 1/2 pint,	1,000 - 1/2 pints	\$ .1918	\$ 1000.19
6.	1% Low fat Buttermilk, Quart	80 - quarts	\$ .9120	\$ 72.96
7.	Fat free Chocolate Milk, 1/2 pint	500 - 1/2 pints	\$ .2245	\$ 112.25
8.	1% Low fat Chocolate Milk, pint	480 - pints	\$ .5443	\$ 261.26
9.	3.25% Chocolate Milk, pint	40 - pints	\$ .6170	\$ 24.68
10.	Fat free Strawberry Milk, 1/2 pint	160 - 1/2 pints	\$ .2437	\$ 38.99
11.	Eggnog, Quart	10 - quarts	\$ 1.4521	\$ 14.52
12.	Half & Half, Quart	40 - quarts	\$ 1.6742	\$ 66.97
13.	Whipping Cream, 36%, Quart	10 - quarts	\$ 3.1000	\$ 31.00
14.	Non Dairy Coffee Creamers, Individual	3 cases	\$ 7.8500	\$ 23.55
15.	Coffee Creamer, Pump (Ex: Coffee Mate French Vanilla, Hazelnut, Amaretto or equal)	16 containers	\$ N/A	\$
16.	Yogurt, 8 oz. Assorted Flavors (Ex: Strawberry Banana, Strawberry, Raspberry, Peach, Cherry, Blueberry, Vanilla)	192 - 8 oz. containers	\$ .6700	\$ 128.64
17.	Cottage Cheese, Small Curd, 5 pound	64 - 5 lb. containers	\$ 8.0200	\$ 513.28
18.	Sour Cream, 5 pound	64 - 5 lb containers	\$ 5.4311	\$ 347.59
19.	Chip Dip, 8 oz. Assorted	12 - 8 oz. containers	\$ .7394	\$ 8.87
20.	Ice Cream, 3 gallon container, Assorted Flavors (Ex: Vanilla, Chocolate, Chocolate Chip, Black Raspberry, Peanut Butter, Cookies & Cream, Mint Chocolate Chip, Strawberry, Butter Pecan, Cherry Nut, Cookie Dough, Moose Track, White Chocolate Raspberry, Orange Pineapple, Death by Chocolate)	8 - 3 gallon containers	\$ 17.5000	\$ 140.00
21.	Sherbet, 3 gallon containers, Orange & Rainbow	3 - 3 gallon containers	\$ 9.7000	\$ 29.10
22.	Ice Cream, Pint Containers (Ex: Ben & Jerry's Cherry Garcia, New York Fudge, Vanilla Caramel Fudge, Chunky Monkey or equal)	30 - pints	\$ 3.5200	\$ 105.60
23.	Novelty Ice Cream, 24 pack (Ex: M&M Cookie Sandwich, Nutty Buddy, Strawberry Fruit Bars, Snickers Bars, Twix Bars or equal)	12 - 24 packs	\$ 22.1000	\$ 265.20
24.	Novelty Ice Cream Bars, 12 pack (Ex: Ice Cream Sandwiches, Neapolitan Ice Cream Sandwiches, Good Humor Bullet Firecracker, Fudge Bars, Popsicles or equal)	12 - 12 packs	\$ 2.7500	\$ 33.00
25.	Novelty Ice Cream, 6 pack, Orange Push-Up	8 - 6 packs	\$ 2.0000	\$ 16.00
Failure to use this form may result in disqualification. *Quantities are estimated annual usage for bidding purposes and bidder's information.			<b>Grand Total</b>	\$ 4223.73

Vendor Name: Broughton Foods, LLC  
 Contact Name: David Broughton  
 Address: 1701 Greene St., P.O. Box 656  
Marietta, OH 45750  
 Phone/Fax No.: 800-2832479 Ext. 822 740-376-1763  
 Authorized Signature: David J Broughton

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Broughton Foods, LLC

(Company)

David Jhl

(Authorized Signature)

David J. Broughton, General Manager

(Representative Name, Title)

740-376-1822

(Phone Number)

740-376-1763

(Fax Number)

11-21-12

(Date)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Broughton Foods, LLC

Authorized Signature: [Signature] Date: 11-20-12

State of Ohio

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of November, 2012.

My Commission expires August 1, 2016

AFFIX SEAL HERE



Timothy D Bretthauer  
Notary Public State of Ohio  
My Commission Expires  
August 1, 2016

NOTARY PUBLIC

[Signature]