



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

# Request for Quotation

RFQ NUMBER  
**DBSM91045**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY**  
**304-558-8801**

VENDOR

\*709014733      301-722-4410  
 POTOMAC FARMS DAIRY INC  
 PO BOX 2189  
 300 WEST INDUSTRIAL BLVD  
 CUMBERLAND MD 21503

SHIP TO

SCHOOL FOR THE DEAF & BLIND  
 RECEIVING DEPARTMENT  
 301 EAST MAIN STREET  
 ROMNEY, WV  
 26757-1894      304-822-4810

DATE PRINTED <b>12/30/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/20/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		380-75		
<p>OPEN END CONTRACT</p> <p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV SCHOOLS FOR THE DEAF AND BLIND, IS SOLICITING BIDS TO PROVIDE DAIRY PRODUCTS PER THE ATTACHED.</p> <p>DELIVERY WILL BE MADE AT LEAST THREE (3) TIMES PER WEEK TO EACH OF THE TWO (2) KITCHENS IN THE AMOUNTS ORDERED BY THE SCHOOL'S DIRECTOR OF FOOD SERVICE OR PURCHASING AGENT.</p> <p>PRODUCTS, DAIRY</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

**RECEIVED**  
 2009 JAN 16 PM 2:16  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 1-800-356-6308	DATE 1/16/2009	
TITLE Vice President	FEIN 25-0496620	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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12/30/2008				

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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
				1-800-356-6308	1/16/2009
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			
Vice President	25-0496620				

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DATE PRINTED <b>12/30/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/20/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION:          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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TITLE Vice President	FEIN 25-0496620	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</b></p> <p><b>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</b></p> <p><b>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 1-800-356-6308	DATE 1/16/2009	
TITLE Vice President	FEIN 25-0496620	<b>ADDRESS CHANGES TO BE NOTED ABOVE</b>	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>SEALED BID</b>						
<b>BUYER:</b>				<b>SHELLY MURRAY / FILE 31</b>		
<b>RFQ. NO.:</b>				<b>DBSM91045</b>		
<b>BID OPENING DATE:</b>				<b>01/20/2009</b>		
<b>BID OPENING TIME:</b>				<b>1:30 PM</b>		
<p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>----- (301) 722-8433 -----</p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p> <p>----- David W. Gilles -----</p>						
<p><b>***** THIS IS THE END OF RFQ DBSM91045 ***** TOTAL:</b></p>						<p><b>46,662.73</b></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 1-800-356-6308	DATE 1/16/2009
TITLE Vice President	FEIN 25-0496620	ADDRESS CHANGES TO BE NOTED ABOVE

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<b>DBSM91045 - Dairy Products</b>			
Description	Estimated Annual Usage	* Unit Price	Extended Price
1/2 Pint 2% White Milk	150,000	\$ .1782	\$ 26,730.00
1/2 Pint 1% Chocolate Milk	30,000	\$ .1833	\$ 5,499.00
Gallon 2% White Milk	800	\$ 3.6698	\$ 2,935.84
Gallon 1% White Milk	100	\$ 3.6289	\$ 362.89
1/2 Pint 1% White Milk	10,000	\$ .1718	\$ 1,718.00
1/2 Pint 0% White Milk (Skim)	10,000	\$ .1668	\$ 1,668.00
1/2 Pint Whole Milk	1,000	\$ .2040	\$ 204.00
16 oz. Sour Cream	1,000	\$ 1.5900	\$ 1,590.00
5 lb. Cottage Cheese	300	\$ 10.2400	\$ 3,072.00
5 lb. Low Fat Cottage Cheese	100	\$ 10.0500	\$ 1,005.00
15 oz. Can Pressurized Cream	100	\$ 2.1800	\$ 218.00
16 oz. French Onion Dip	100	\$ 1.6600	\$ 166.00
Quart Buttermilk	50	\$ 1.1400	\$ 57.00
Gallon Fruit Punch	200	\$ 1.5500	\$ 310.00
Gallon Grape Drink	200	\$ N/A	\$
Gallon Orange Drink	200	\$ 1.5500	\$ 310.00
Gallon Lemon Drink	200	\$ N/A	\$
Gallon Blue Raspberry Drink	200	\$ 1.5500	\$ 310.00
Gallon Watermelon Drink	200	\$ N/A	\$
Gallon Lime Drink	200	\$ N/A	\$
4 oz. Orange Juice	1,000	\$ .1690	\$ 169.00
4 oz. Apple Juice	1,000	\$ .1690	\$ 169.00
4 oz. Grape Juice	1,000	\$ .1690	\$ 169.00
<b>Failure to use this form may result in disqualification</b>		<b>Total</b>	\$ 46,662.73
<b>Bidder / Vendor Information:</b>			
Name:	Potomac Farms Dairy		
Address:	P.O. Box 2189		
	Cumberland, MD 21503		
Phone# :	1-800-356-6308		
Email Address:	lcampbell@gallikers.com		
<b>Contract Coordinator Information:</b>			
Name:	_____		
Address:	_____		
	_____		
Phone# :	_____		
Email Address:	_____		

Potomac Farms will change prices in conjunction with the announced prices released by the Federal Milk Marketing Board. This occurs on the 23<sup>rd</sup> of each month, or the Friday prior to the 23<sup>rd</sup>. Therefore, based upon the timing of these announcements, we cannot provide a 30 day notice prior to the implementation of new prices. We will send a certified letter notifying you of any changes as soon as the prices are announced.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code §5A-3-10a** provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

**West Virginia Code §21-1D-5** provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

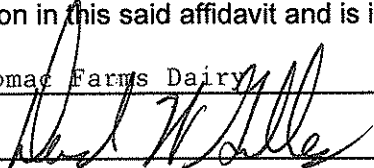
**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Potomac Farms Dairy  
Authorized Signature:  Date: January 16, 2009