



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  
**DPS0935**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 \* C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVE  
 HURRICANE WV 25526

SHIP TO

WEST VIRGINIA STATE POLICE  
 STATE POLICE ACADEMY  
 ACADEMY DRIVE  
 INSTITUTE, WV  
 25112

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/03/2009				

BID OPENING DATE: **05/19/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		380-75		
<p>MILK, DAIRY</p> <p>CONTRACT TO PROVIDE DAIRY PRODUCTS TO THE WV STATE POLICE ACADEMY, INSTITUTE, WV PER THE SPECIFICATIONS.</p> <p>DELIVERY: BID PRICES SHALL INCLUDE DELIVERY; AND A SCHEDULE SHALL BE COORDINATED WITH THE FACILITY. THE CURRENT DELIVERY SCHEDULE IS MONDAY &amp; WED OF EACH WEEK.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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> <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)</p>						

RECEIVED  
 2009 MAY 19 PM 1:06  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Richard D. Harless* TELEPHONE: 800-624-8578 DATE: MAY 19, 2009

TITLE: Bid Coordinator FEIN: 36 3642294 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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WEST VIRGINIA STATE POLICE

WEST VIRGINIA STATE POLICE  
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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
RFQ. NO.:				DPS0935-----		
BID OPENING DATE:				05/19/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 562-3600 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):				----- RICK HARLESS -----		

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Item No:	Estimated Usage	Description	Unit Price	Amount
<p>The following is a list of items needed and an estimated usage for a one (1) year period</p>				
1.	6300	<p>USF# 409011 20/1 PINT Pints, Homogenized Grade A Milk, Vitamin D added. Minimum butter fat 3.25%</p>	.7410	4668.30
2.	2600	<p>USF# 409000 20/1 PINT Pints, Skin Milk, Grade D</p>	.7040	1830.40
3.	50	<p>USF# 091259 12/1 QT Quarts, Half &amp; Half, Grade A, Minimum butter fat 10.5%</p>	1.35	67.50
4.	520	<p>USF# 311202 2/5# Lbs. Cottage Cheese, 5# tubs, 4% milkfat minimum</p>	1.16 #	603.20
5.	520	<p>USF# 091182 4/5# Lbs. Sour Cream, 5# tubs</p>	1.08 #	561.60
6.	1040	<p>USF# 409020 16/1 QT Quarts, Buttermilk, Grade A</p>	.7563	786.55
7.	100	<p>Gallons, Bulk ice cream, various flavors including but not limited to: cherry vanilla, moose tracks peanut butter &amp; chocolate  <small>VANILLA 3gal CHOC 3gal STRAWBERRY 3gal</small></p>	5.54	554.00
				SEE ATTACHED LIST FOR OTHER FLAVORS + PRICES
8.	50	<p>Dozen, Ice cream bars, including but not limited to: fudge bars, nutty buddy cones, orange push ups, snickers type ice cream bars  <small>ICE CREAM SANDWICH 96/3.5oz</small></p>	3.74 / DOZ	1.87. <sup>00</sup>
				SEE ATTACHED LIST FOR OTHER FLAVORS + PRICES
9.	6300	<p>Cups, Yogurt, low fat, (not frozen), 8 oz. cups assorted flavors  <small>6 oz cups</small></p>	.7190	4529.70
				(6oz cups)
10.	80	<p>USF# 077164 4/5# Lbs. Ricotta Cheese, 5# tubs</p>	1.42#	113.60
11.	12,500	<p>USF# 409001 20/1 PINT Pints, 2% milk</p>	.7140	8925. <sup>00</sup>
12.	52	<p>USF# 097207 400ct Cases, Non dairy creamer, 1/2 oz. 400 per case</p>	9.74	506.48
13.	7300	<p>USF# 409006 20/1 PINTS Pints, Chocolate Milk, homogenized, 11% fat</p>	.7820	5708.60
				TOTAL
				\$29,041.93

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: US FOODSERVICE WV

Signed: Richard D. Harless

Date: MAY 19, 2009

Title: BID COORDINATOR

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: US FOODSERVICE WV  
Authorized Signature: Richard D Harless Date: MAY 19, 2009





**US FOODSERVICE**®

| Your partner beyond the plate.®

**WEST VIRGINIA**

### Bulk Ice Cream

USF #	Flavor	Size	Price
091687	Cherry Vanilla	3 gallon	22.16
091682	Butter Pecan	3 gallon	25.86
091695	Cookies & Cream	3 gallon	22.16
092028	Rocky Road	3 gallon	25.86
092361	Peanut Butter Cup	3 gallon	25.86
095797	Vanilla Royal	3 gallon	16.62
094140	Chocolate	3 gallon	16.62
090735	Strawberry	3 gallon	16.62

### Ice Cream Bars

USF #	Flavor	Size	Price
091422	Klondike Choc Taco	24/4oz	18.72
092820	Push Up Orange Sherbet	24/2.75oz	8.93
092104	Cones, Choc Coated Vanilla	24/4.6	16.99
091456	Choc Éclair Bar	24/4oz	12.38
091306	Vanilla w/ choc crunch bar	24/4oz	14.69
091069	Ice Cream Sandwich	96/3.5oz	29.95
094910	Ice Cream Sandwich Oreo	24/4.5oz	21.02



**US FOODSERVICE**®

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**WEST VIRGINIA**

DPS 0935

Exhibit 3

Lack of specific stipulations for price adjustments. Since this contract has no provisions for price adjustments during the 1 year period of the bid, we find it necessary to qualify our pricing proposal.

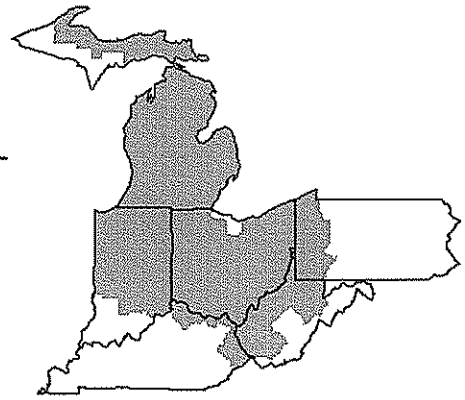
US Foodservice prices quoted are initial fixed prices, but may be followed by subsequent price adjustments. The initial prices will be firm thru July 31, 2009 and are based on the April 2009 Federal Milk Order #33 for mid east states. We ask the State to consider subsequent price adjustments for any cumulative increase or decrease in the excess of 50 cents per hundred weight in supplies cost for Class I raw mild after date here of or the last price adjustments. Copies of Federal Milk Order will be furnished with any request for price adjustments.

A copy of the April 2009 milk order is furnished with our bid.

Exhibit 4

US Foodservice WV is offering this quote for the WV State Police Academy only. We reserve the right to refuse other State or political sub-division these prices.

# Mideast Market Administrator's Bulletin



## Federal Order No. 33

David Z. Walker, Market Administrator

Phone: (330) 225-4758 Toll Free: (888) 751-3220

Email: clevelandma1@sprynet.com

WebPage: www.fmmaclev.com

May 2009

### March Milk Production Down 0.2 Percent

Milk production in the 23 major States during March totaled 15.2 billion pounds, down 0.2 percent from March 2008. February production, revised at 13.6 billion pounds, was down 2.7 percent from February 2008. The February revision represented a decrease of 23 million pounds or 0.2 percent from last month's preliminary production estimate.

Production per cow in the 23 major States averaged 1,788 pounds for March, 6 pounds below March 2008.

The number of milk cows on farms in the 23 major States was 8.48 million head, 15,000 head more than March 2008, but 4,000 head less than February 2009.

The Mideast Marketing Area has four states represented in the 23 major states used above. They are Indiana, Michigan, Ohio, and Pennsylvania. Milk production in these Mideast states during March totaled 2.3 billion pounds, up 34 million pounds or 1.5 percent from March 2008.

Production per cow in the Mideast states averaged 1,725 pounds for March, 22 pounds above March 2008.

The number of cows on farms in the Mideast states was 1.3 million head, 8,000 head more than March 2008.

### Dairy Herd Contraction, Already Underway, Is Having an Impact on Prices

Dairy cow slaughter surged ahead of year-earlier levels for the third month in a row in February, aided in part by the sixth Cooperatives Working Together (CWT) buyout since 2003, which removed over 50,000 cows from the dairy herd, mostly in the first quarter of 2009. According to recent *Livestock Slaughter* reports, dairy cow slaughter had moved ahead of year-earlier levels for much of 2008. The liquidation has been especially notable in the mountain western states. For the country as a whole, slaughter was 17 percent above year earlier levels in February, 19 percent in January, and 12 percent in December. However, by region, slaughter exceeded year-earlier levels by 46 percent in December and 118 percent in January for region six, which includes New Mexico, Oklahoma, and Texas. January and February slaughter exceeded year-earlier levels by 83 and 49 percent, respectively, in region ten, which includes Idaho, Oregon, and Washington. Other regions also recorded double-digit increases in cow slaughter. Although The CWT program is expected to remove additional cows from the herd by this summer, these data suggest that herd liquidation is well underway.

The liquidation appears to be strongest in those regions that expanded most rapidly in the last few years. USDA forecasts that the dairy herd will contract to an average 9.2 million cows in 2009, compared with 9.3 million in 2008. The contraction is expected to continue throughout the year; by the fourth quarter of 2009, the number of dairy cows will likely average about 300 thousand fewer than those on hand in the fourth quarter of 2008.

Expected corn and soybean meal prices have been revised upward from earlier forecasts. Higher feed costs will likely continue to pressure producer profits. Milk per cow will climb only incrementally in response to poor producer returns. The yield increase is expected to be less than one-half of 1 percent this year, adjusting for leap-year, continuing the trend toward smaller year-over-year increases that began in 2006. The outcome from these adjustments is a decline in milk production in 2009 to 187.1 billion pounds from 190.0 billion pounds in 2008.

Cheese production rose slightly in February after adjusting for the extra day in February 2008. Production of cheddar and mozzarella showed declines even after adjustment. Overall production was higher because of increases in Hispanic cheeses, Italian types beside mozzarella, and other cheeses. February stocks of all cheeses were 11 percent above year-earlier levels. Commercial disappearance for all cheese was down only slightly in January compared with a year earlier, the last month for which figures are available. Market adjustments so far have led to cheese prices increasing from the lows observed earlier in 2009.

(Continued on Page 3)

### April 2009 Pool Summary

#### Classification of Producer Milk

	Pounds	Percent
Class I	559,712,778	39.6
Class II	277,275,953	19.6
Class III	468,633,628	33.1
Class IV	109,102,093	7.7
Total	1,414,724,452	100.0

#### Producer Prices

Producer Price Differential	\$ 0.50 /cwt
Butterfat Price	1.2049 /lb
Protein Price	2.2009 /lb
Other Solids Price	(0.0043) /lb
Somatic Cell Adjustment Rate	0.00064 /cwt
Statistical Uniform Price	11.28 /cwt

**ANNOUNCEMENT OF PRODUCER PRICES**  
Federal Order No. 33

**APRIL 2009**

**COMPUTATION OF PRODUCER PRICE DIFFERENTIAL**

	<u>POUNDS</u>	<u>BUTTERFAT</u>	<u>SKIM / PROTEIN</u>	<u>NONFAT SOLIDS</u>	<u>OTHER SOLIDS</u>	<u>PRICE</u>	<u>VALUE</u>
Class I Skim Value			549,809,480			\$ 8.56 / cwt	\$ 47,063,691.48
Class I Butterfat		9,903,298				1.1700 / lb	11,586,858.66
Class I Location Differential	559,712,778						(257,237.98)
Class II SNF Value				23,624,476		0.7189 / lb	16,983,635.78
Class II Butterfat		16,408,321				1.2119 / lb	19,885,244.21
Class III Protein Value			14,270,982			2.2009 / lb	31,409,004.30
Class III Other Solids Value					26,709,818	(0.0043) / lb	(114,852.22)
Class III Butterfat		17,299,158				1.2049 / lb	20,843,755.48
Class IV SNF Value				9,091,677		0.6452 / lb	5,865,949.99
Class IV Butterfat		8,623,454				1.2049 / lb	10,390,399.72
Somatic Cell Value II / III / IV							<u>704,822.09</u>
<b>TOTAL PRODUCER MILK VALUE</b>	<b>1,414,724,452</b>	<b>52,234,231</b>	<b>42,910,026</b>		<b>80,550,651</b>		<b>\$164,361,271.51</b>
Overages						\$ 73,069.48	
Beginning Inventory and Other Source Charges						\$ 84,892.73	
<b>TOTAL ADJUSTMENTS</b>							<b>\$ 157,962.21</b>
<b>TOTAL HANDLER OBLIGATIONS</b>							<b>\$ 164,519,233.72</b>
Total Protein Value			42,910,026 lbs	@	\$2.2009		\$ (94,440,676.23)
Total Other Solids Value			80,550,651 lbs	@	(0.0043)		346,367.80
Butterfat Value			52,234,231 lbs	@	1.2049		(62,937,024.92)
Total Somatic Cell Values							<u>(1,146,261.33)</u>
<b>TOTALS</b>							<b>\$ 6,341,639.04</b>
Net Producer Location Adjustments							\$ 741,895.94
1/2 Unobligated Balance Producer Settlement Fund							<u>644,000.00</u>
Total - Divided by Total Pounds			1,414,724,452 lbs		0.5462219		\$ 7,727,534.98
Rate of Cash Reserve					(0.0462219)		<u>(653,912.52)</u>
<b>PRODUCER PRICE DIFFERENTIAL at Cuyahoga County, OH*</b>			1,414,724,452		<b>\$ 0.50 /cwt</b>		<b>\$ 7,073,622.46</b>

**COMPONENT PRICES**

	<u>April</u>	
	<u>2009</u>	<u>2008</u>
Butterfat Price	\$1.2049 / lb	\$1.4748 / lb
Protein Price	2.2009 / lb	3.7579 / lb
Other Solids Price	(0.0043) / lb	0.0622 / lb
Somatic Cell Adjustment Rate	0.00064 / cwt	0.00091 / cwt
Nonfat Solids Price	0.6452 / lb	1.0827 / lb

**COMPUTATION OF UNIFORM PRICE**

	<u>April</u>	
	<u>2009</u>	<u>2008</u>
Class III Price - 3.5% BF	\$10.78	\$16.76
Producer Price Differential*	<u>0.50</u>	<u>1.01</u>
Statistical Uniform Price	\$11.28	\$17.77

**CLASS PRICES**

	<u>April</u>	
	<u>2009</u>	<u>2008</u>
Class I*	\$12.36	\$20.61
Class II	10.49	15.29
Class III	10.78	16.76
Class IV	9.82	14.56

**CLASSIFICATION OF PRODUCER MILK**

	<u>April</u>	
	<u>2009</u>	<u>2008</u>
	<u>Product lbs.</u>	<u>Product lbs.</u>
Class I	559,712,778	536,615,101
Class II	277,275,953	254,141,600
Class III	468,633,628	505,257,040
Class IV	<u>109,102,093</u>	<u>148,120,588</u>
Total	1,414,724,452	1,444,134,329

\* Subject to Location Adjustment.

**ORDER 33 MARKET SUMMARY**

The Producer Price Differential for the Mideast Marketing Area for April 2009 was \$0.50 and the Statistical Uniform Price was \$11.28 for the month. The Statistical Uniform Price is \$0.55 higher than last month, and is \$6.49 lower than April 2008.

The Producer Butterfat Price of \$1.2049 per pound increased 4.55 cents from March and is down 26.99 cents from a year ago. The Protein Price of \$2.2009 is up \$0.0036 from last month and is down \$1.5570 from April 2008. The Other Solids Price in April was \$-0.0043 per pound, an increase from last month's price of \$-0.0339 and a decrease of 6.65 cents from last April. The Somatic Cell Adjustment rate for April was \$0.00064.

April producer receipts of 1.41 billion pounds were 0.56 percent higher than March and 2.0 percent lower than April 2008 production of 1.44 billion pounds. Producer milk allocated to Class I accounted for 39.6 percent of the total producer milk in April 2009, less than the 40.8 percent in March and less than the 37.1 percent in April 2008. A total of 7,231 producers were pooled on the Mideast Order compared to 7,693 producers pooled in April 2008.

The market average content of producer milk was as follows: Butterfat 3.69%; Protein 3.03%; Other Solids 5.69% and Nonfat Solids 8.72%.

(Continued from Front Page)

The decline in milk production is expected to cause further declines in cheese production. Declining retail cheese prices that have lagged falling wholesale prices are finally beginning to boost consumption. Lower prices compared with last year will likely continue to boost consumption. Lower milk production and somewhat higher domestic use will likely raise prices toward the end of 2009. For the year, prices are expected to average \$1.270 to \$1.320 per pound.

The year-over-year decline in butter production was a scant 0.9 percent. Butter stocks declined in February compared with a year earlier. According to Dairy Market News, international demand for butter is weak. Since the first of the year, the Commodity Credit Cooperation (CCC) has contracted to buy 4.6 million pounds of butter, but higher prices are expected to preclude additional butter purchases this year. The domestic demand outlook for butter is similar to that for cheese except that Government purchases have helped ease commercial stocks of the former somewhat. The price scenario for butter is similar to that for cheese, as reduced milk production could boost prices toward the end of 2009. The butter price is expected to average \$1.155 to 1.235 per pound for the year.

With nonfat dry milk (NDM) prices near support levels, domestic use appears to be strengthening. However, since the first of the year, about 100 million pounds of NDM have moved into CCC inventories, but the pace of removals has slowed. There is some increased foreign demand because production from Oceania, although improved over recent drought years, did not reach expectations. However, a weaker world economy may limit demand. Prices for NDM are forecast to remain above support, averaging 83.0 cents to 87.0 cents per pound in 2009.

Whey production for human consumption continues to lag year-ago levels. Output in February was down 3.7 percent from a year ago (adjusting for leap-year in 2008). Whey production has been below year-earlier levels for over a year. Whey prices are still below those of recent years, but reduced supplies and improving export demand have led to a slightly higher price forecast than earlier in the year. Whey prices are expected to average 17.0 cents to 20.0 cents per pound for the year.

As a result of slightly higher than expected product prices, the prices for Class III and Class IV milk have been raised

slightly to \$10.65 to \$11.15 per cwt and \$9.95 to \$10.55 per cwt, respectively, for 2009. The all milk price is expected to average \$11.85 to \$12.35 per cwt in 2009.

SOURCE: "Livestock, Dairy, and Poultry Outlook", LDP-M-178, April 16, 2009, Economic Research Service, USDA. For more information, contact Roger Hoskin, (202) 694-5148.

### Mailbox Milk Prices Decline in 2008

For 2008, mailbox prices for selected reporting areas in Federal milk orders averaged \$18.40 per cwt., \$0.76 lower than the all-area average reported for 2007. The component tests of producer milk in 2008 averaged: butterfat, 3.69%; protein, 3.06%; and, other solids, 5.71%. On an individual reporting area basis, mailbox prices decreased in all areas except in Appalachian States, Southern States, Southern Missouri, and Florida. Florida had the highest average price in 2008, \$22.39; New Mexico had the lowest average, \$16.32. Monthly all-area averages ranged from \$20.70 in January to \$15.78 in December.

The Mideast Area states of Ohio, Indiana, and Michigan averaged \$18.58 per cwt in 2008. This is down \$0.49 from the 2007 average of \$19.07 per cwt. Ohio averaged \$18.83 per cwt in 2008. This was down \$0.50 from 2007. Indiana averaged \$18.76 per cwt and was down \$0.57 from the previous year. Michigan averaged \$18.14 per cwt and declined \$0.41 for the year.

#### Bulletin WebPage Edition

www.fnmacleve.com

Featured this month are:

- Thematic Maps Displaying Weighted Average Component Tests by State & County, 2008
- Weighted Average Component Tests by State, 2008

### Weighted Averages - Butterfat, Protein, Other Solids, Somatic Cell Count by State Federal Order No. 33

State	Number of Producers	Pounds of Milk (000)	March 2009 -----Weighted Averages-----				March 2008 -----Weighted Averages-----				
			Butterfat	Protein	Other Solids	SCC (000)	Pounds of Milk (000)	Butterfat	Protein	Other Solids	SCC (000)
Michigan	1,874	597,538	3.68	3.05	5.70	207	545,278	3.71	3.09	5.69	232
Ohio	2,274	342,066	3.79	3.09	5.66	241	312,361	3.83	3.11	5.68	274
Indiana	1,143	147,058	3.79	3.04	5.67	255	137,966	3.81	3.08	5.67	288
New York	356	136,733	3.70	3.06	5.71	213	97,339	3.71	3.07	5.73	220
Pennsylvania	1,133	109,866	3.87	3.10	5.65	307	100,342	3.90	3.12	5.66	325
Wisconsin	344	49,335	3.70	3.00	5.76	247	65,566	3.78	3.03	5.72	268
Illinois	43	8,896	3.66	3.05	5.75	255	11,680	3.71	3.05	5.71	296
West Virginia	63	5,491	4.03	3.19	5.66	349	5,313	4.10	3.23	5.68	371
Other	83	10,045	3.73	3.07	5.68	230	12,502	3.76	3.11	5.66	265
Total/Average *	7,313	1,407,028	3.74	3.06	5.69	231	1,288,347	3.77	3.09	5.69	258

\* Totals may not add due to rounding. Data provided on a one month delay basis and includes only milk from these states pooled on the Mideast order.



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**FEDERAL ORDER DATA**

**APRIL 2009**

Marketing Area <sup>1/</sup>	Producer Milk		Class I Percent %	Producer Price Differential (per cwt.)	Statistical Uniform Price (per cwt.)
	Total (000)	Class I (000)			
FO 1 Northeast - (Boston)	2,026,522	845,963	41.7	\$1.30	\$12.08
FO 5 Appalachian - (Charlotte)	502,402	341,904	68.1	<sup>2/</sup>	12.97
FO 6 Florida - (Tampa)	258,797	222,033	85.8	<sup>2/</sup>	15.11
FO 7 Southeast - (Atlanta)	645,197	393,669	61.0	<sup>2/</sup>	13.14
FO 30 Upper Midwest - (Chicago)	2,793,809	371,161	13.3	0.20	10.98
FO 32 Central - (Kansas City)	1,130,799	356,903	31.6	0.13	10.91
<b>FO 33 Mideast - (Cleveland)</b>	<b>1,414,724</b>	<b>559,713</b>	<b>39.6</b>	<b>0.50</b>	<b>11.28</b>
FO 124 Pacific Northwest - (Seattle)	562,645	186,140	33.1	0.23	11.01
FO 126 Southwest - (Dallas)	1,035,980	361,951	34.9	1.11	11.89
FO 131 Arizona - (Phoenix)	373,868	120,668	32.3	<sup>2/</sup>	11.06

<sup>1/</sup> Names in parentheses are principal points of markets.

<sup>2/</sup> Producers in these markets are paid on the basis of a uniform skim and butterfat price.

**MINIMUM PARTIAL PAYMENT PRICE FOR MAY 2009.....\$ 9.82 /cwt.**

