



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

Solicitation

NUMBER
DJS130004

PAGE
1

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

VENDOR

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

SHIP TO

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED
05/02/2013

BID OPENING DATE: 05/30/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		380-75		
VARIOUS DAIRY PRODUCTS OPEN-END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO PROVIDE DAIRY PRODUCTS TO VARIOUS JUVENILE FACILITIES THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS. ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DJS130004 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
***** THIS IS THE END OF RFQ DJS130004 ***** TOTAL:						60,294.39
05/29/13 11:31:46 AM West Virginia Purchasing Division						

SIGNATURE 	TELEPHONE 1-800-356-6308	DATE May 28, 2013
ice President	FEIN 25-0496620	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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A **MANDATORY PRE-BID** meeting will be held at the following place and time:

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All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 15, 2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

May 30, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

[] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[✓] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

[Redacted] for [Redacted]
[Redacted]

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
DJS130004 MILK & DAIRY PRODUCTS

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Juvenile Services to establish an open-end contract for Fresh Milk & Dairy Products.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DJS130004.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 MILK & DAIRY PRODUCTS

- 3.1.1.1 All Milk & Dairy items listed on the bid form must be fresh and must meet or exceed the current Nutritional Standards and guidelines set forth by the School Nutrition Association. All Milk & Dairy items listed on the bid form must meet the requirements listed below. Low-fat & Fat-Free Milk, Lactose-free and soy beverages are included. Not to exceed 1% milk fat for all milk offered. Not to exceed 28 grams of sugar per 8oz. serving and not to exceed 170 calories per 8oz. serving. 100% juice or 100% juice/water blends, with no sugar added. 100% juice or 100% juice/water blends with carbonation up to 12oz.

There shall not be any aluminum, metal or glass containers that contain product to be delivered. Acknowledgement of deliveries will only be made at the location designated by the receiving Agency and by an authorized receiver. Agency personnel will not assist the delivery driver in the unloading of the truck. All items are to be delivered in returnable plastic crates. The successful bidder must make available all items in the bidder's inventory to be purchased, although these items may not be listed on the bid form, they must be available for purchase. Bidders shall include the delivery in the bid price.

3.1.1.2 All Milk & Dairy products must be compatible the current Nutritional Standards and guidelines set forth by the School Nutrition Association.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. There will be a Contract awarded to each facility to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost per facility as shown on the Pricing Pages. Vendors may bid on multiple facilities.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by entering the Unit Price for each item listed on the pricing page and then multiply the unit price by the estimated quantities to get an Extended Cost per item. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept

on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within two (2) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Deliveries shall be made in accordance with the weekly delivery schedule agreeable to the Facility and the Vendor.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the

REQUEST FOR QUOTATION
DJS130004 MILK & DAIRY PRODUCTS

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purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Pat Fisher
Telephone Number: (301) 697-4412
Fax Number: (301) 722-8433
Email Address: pfisher@gallikers.com

- 7.5 Recall Notification:** In the event of a product recall, the contractor shall provide written notification to the WV Division of Juvenile Services Purchasing and each state Juvenile facility as soon as possible. The notices shall include, at a minimum, a complete product description, contract and delivery order number, reason for recall, and disposition instructions. The contractor shall provide product replacement or credit for any product

REQUEST FOR QUOTATION
DJS130004 MILK & DAIRY PRODUCTS

removed or recalled. Each state facility shall have the option of either accepting replacement product or receiving credit for product removed/recalled.

8. FACILITY LISTING:

8.1 List of the DJS facilities to be bid:

- a. Lorrie Yeager Juvenile Center, 907 Mission Drive, Parkersburg, WV 26101 Phone: (304) 420-4860
- b. Kenneth "Honey" Rubenstein Juvenile Center, 141 Forestry Camp Rd., Davis, WV 26260 Phone: (304) 259-5241
- c. Robert Shell Juvenile Center, 2 O'Hanlon Place, Barboursville, WV 25504 Phone: (304) 733-0870
- d. James H. "Tiger" Morton Juvenile Center, 60 Manfred Holland Way, Dunbar, WV 25064 Phone:(304) 675-0860
- e. Donald R. Kuhn Juvenile Detention Center, One Lory Place, Julian, WV Phone (304) 369-2976
- f. Vicki V. Douglas Juvenile Center, 900 Emmett Rousch Dr, Martinsburg, WV 25401 Phone (304) 267-0164
- g. J.M. "Chick" Buckbee Juvenile Center, One Jerry Lane, Augusta, WV 26704 Phone (304) 496-1341
- h. Sam Perdue Juvenile Detention Center, 843 Shelter Rd., Princeton, WV 24739 Phone (304) 304-425-9721
- i. Gene Spadaro Juvenile Center, 106 Martin Drive, Mt. Hope, WV 25880 Phone (304) 877-6890

DJS130004 Milk & Dairy Products

**Kenneth " Honey " Rubenstein Center
141 Forestry Camp Road, Davis, WV**

Item #	Description	Size	*Estimated Annual Qty	Unit Price	Extended Price
1	Chocolate Milk Non-fat	1/2 pint	1,000 ea.	.2541	254.10
2	Strawberry Milk Non-fat	1/2 pint	500 ea.	.2631	131.55
3	Milk 1%	1/2 pint	8,000 ea.	.2438	1,950.40
4	Milk 1%	Gallon	100 ea.	3.2950	329.50
5	Milk 1%	5 Gallon	600 ea.	15.7200	9,432.00
6	Skim Milk	1/2 pint	1,000 ea.	.2348	234.80
7	Skim Milk	Gallon	100 ea.	3.1870	318.70
8	Buttermilk Lowfat 1%	Gallon	50ea.	NA	
9	Buttermilk Lowfat 1%	1/2 Gallon	100 ea.	2.0360	203.60
10	Buttermilk Lowfat 1%	quart	100 ea.	1.1860	118.60
11	Lactose Free Milk	1/2 pint	100 ea.	.5600	56.00
12	Lactose Free Milk	quart	100 ea.	2.0600	206.00
13	Heavy Whipping Cream	quart	50 ea.	3.7700	188.50
14	Cottage Cheese- Small Curd lowfat (16 oz)	24oz.	50 ea.	2.1600	108.00
15	Cottage Cheese- Small Curd lowfat	5 lb.	100 ea.	9.3000	930.00
16	Sour Cream	2oz. Pkg.	1,000 ea.	NA	
17	Sour Cream	5lb.	100 ea.	7.5000	750.00
18	Assorted Juices, paper, Carton	4oz.	200,000 ea.	.1800	36,000.00
				Total Cost	51,211.75
<i>Bidder / Vendor Information:</i>					
Name:		Potomac Farms Dairy			
Address:		P.O. Box 2189, Cumberland, MD 21503			
Phone and Fax No.		1-800-356-6308, (301) 722-8433			
E-mail Address		1campbell@gallikers.com			

Failure to use this form may result in disqualification. Quantities are estimated annual usage for bidding purposes, more or less may be used.

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DJS130004 Milk & Dairy Products

Vickie V. Douglas Juvenile Center

900 Emmett Rosch Drive, Martinsburg, WV

Item #	Description	Size	*Estimated Annual Qty	Unit Price	Extended Price
1	Chocolate Milk Non-fat	1/2 pint	5,000 ea	.2541	1,270.50
2	Strawberry Milk Non-fat	1/2 pint	1,000 ea.	.2631	263.10
3	Milk 1%	1/2 pint	5,000 ea.	.2438	1,219.00
4	Milk 1%	Gallon	100 ea.	3.2950	329.50
5	Milk 1%	5 Gallon	25 ea.	15.7200	393.00
6	Skim Milk	1/2 pint	500 ea.	.2348	117.40
7	Skim Milk	Gallon	10 ea.	3.1870	31.87
8	Buttermilk Lowfat 1%	Gallon	10 ea.	NA	
9	Buttermilk Lowfat 1%	1/2 Gallon	25 ea.	2.0360	50.90
10	Buttermilk Lowfat 1%	quart	50 ea.	1.1860	59.30
11	Lactose Free Milk	1/2 pint	25 ea.	.5600	14.00
12	Lactose Free Milk	quart	50 ea.	2.0600	103.00
13	Heavy Whipping Cream	quart	25 ea.	3.7700	94.25
14	Cottage Cheese- Small Curd lowfat (16 oz)	24oz.	50 ea.	2.1600	108.00
15	Cottage Cheese- Small Curd lowfat	5 lb.	25 ea.	9.3000	232.50
16	Sour Cream	2oz. Pkg.	1,000 ea.	NA	
17	Sour Cream	5lb.	10 ea.	7.5000	75.00
18	Assorted Juices, paper, Carton	4oz.	1,000 ea	.1800	180.00
				Total Cost	4,541.32
Bidder / Vendor Information:					
Name:		Potomac Farms Dairy			
Address:		P.O. Box 2189, Cumberland, MD 21503			
Phone and Fax No.		1-800-356-6308, (301) 722-8433			
E-mail Address		lcampbell@gallikers.com			

Failure to use this form may result in disqualification. Quantities are estimated annual usage for bidding purposes, more or less may be used.

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DJS130004 Milk & Dairy Products

J.M. "Chick" Buckbee Juvenile Center

One Jerry Lane, Augusta, WV

Item #	Description	Size	*Estimated Annual Qty	Unit Price	Extended Price
1	Chocolate Milk Non-fat	1/2 pint	5,000 ea	.2541	1,270.50
2	Strawberry Milk Non-fat	1/2 pint	1,000 ea.	.2631	263.10
3	Milk 1%	1/2 pint	5,000 ea.	.2438	1,219.00
4	Milk 1%	Gallon	100 ea.	3.2950	329.50
5	Milk 1%	5 Gallon	25 ea.	15.7200	393.00
6	Skim Milk	1/2 pint	500 ea.	.2348	117.40
7	Skim Milk	Gallon	10 ea.	3.1870	31.87
8	Buttermilk Lowfat 1%	Gallon	10 ea.	NA	
9	Buttermilk Lowfat 1%	1/2 Gallon	25 ea.	2.0360	50.90
10	Buttermilk Lowfat 1%	quart	50 ea.	1.1860	59.30
11	Lactose Free Milk	1/2 pint	25 ea.	.5600	14.00
12	Lactose Free Milk	quart	50 ea.	2.0600	103.00
13	Heavy Whipping Cream	quart	25 ea.	3.7700	94.25
14	Cottage Cheese- Small Curd lowfat (16 oz)	24oz.	50 ea.	2.1600	108.00
15	Cottage Cheese- Small Curd lowfat	5 lb.	25 ea.	9.3000	232.50
16	Sour Cream	2oz. Pkg.	1,000 ea.	NA	
17	Sour Cream	5lb.	10 ea.	7.5000	75.00
18	Assorted Juices, paper, Carton	4oz.	1,000 ea	.1800	180.00
				Total Cost	4,541.32

Bidder / Vendor Information:

Name: Potomac Farms Dairy
 Address: P.O. Box 2189, Cumberland, MD 21503
 Phone and Fax No. 1-800-356-6308, (301) 722-8433
 E-mail Address lcampbell@gallikers.com

Failure to use this form may result in disqualification. Quantities are estimated annual usage for bidding purposes, more or less may be used.

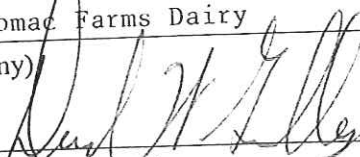
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CERTIFICATION AND SIGNATURE PAGE

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.

Potomac Farms Dairy

(Company)



(Authorized Signature)

David W. Gilles, Vice President

(Representative Name, Title)

(800) 356-6308, (301) 722-8433

(Phone Number) (Fax Number)

May 28, 2013

(Date)



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

Solicitation

NUMBER
 DJS130004

PAGE
 1

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

VENDOR

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


SHIP TO

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED
 05/20/2013

BID OPENING DATE: 05/30/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001	1	LS		380-75		
				VARIOUS DAIRY PRODUCTS		
***** THIS IS THE END OF RFQ DJS130004 ***** TOTAL:						60,294.39

SIGNATURE  TELEPHONE 1-800-356-6308 DATE May 28, 2013
 TITLE Vice President FEIN 25-0496620 ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DJS130004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DJS130004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: Responses to vendor questions attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Questions:

Q1: I notices there are 9 centers listed on the bid. Do we have to bid them all or can we choose which ones we would like to service?

A1: Please see Section 4.1 – Contract Award in the RFQ. It states “[t]here will be a Contract awarded to each facility to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost per facility as shown on the Pricing Pages. Vendors may bid on multiple facilities.”

The bid opening remains May 30, 2013 at 1:30 pm. No additional questions will be accepted on this RFQ.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS130004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

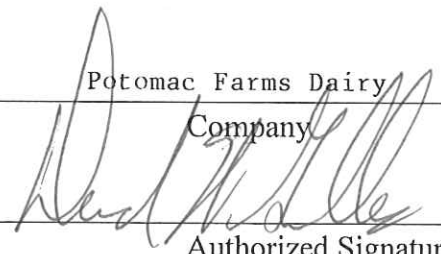
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Potomac Farms Dairy

 Company


 Authorized Signature

May 28, 2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**HAZARD ANALYSIS
OF
CRITICAL CONTROL POINTS**

HACCP PROGRAM

**POTOMAC FARMS DAIRY
300 WEST INDUSTRIAL BLVD.
CUMBERLAND, MD 21502
PLANT # 24-021**



Potomac Farms Dairy

November 7, 2011

HACCP has been recognized both nationally and internationally as a practical, scientifically based system to assure the safety of food. Since the key element of a HACCP based food safety system is its preventative nature, better control is exercised during the manufacturing process instead of relying on finished product results. Through this methodology, defects that could impact on the safety of the food can be readily detected and corrected at their specific point of occurrence.

By applying the following Milk HACCP Plan, The Potomac Farms Dairy Company can better control hazards, and thus guarantee a higher and more consistent level of the safety to our products. Be assured that both the ownership and management of the Potomac Farms Company is fully committed to this program.

Sincerely,

David W. Gilles

Vice President

POTOMAC FARMS HACCP PROGRAM


The HACCP program is aiming to conduct quarterly meetings, with the HACCP committee members, or if something urgent comes up, they may be more frequent. The meetings have been ongoing since January 2004. An overall summary of what HACCP is about and what Potomac Farms program is about is reviewed at one safety meeting per year where all employees are urged to come. This is usually reviewed by a Quality Chek'd video on HACCP and then what our program includes. Heather Reeder has completed the Quality Chek'd Juice and Dairy Product HACCP Training in 2008. Other updates are usually received from Gallikers through George Pisula, Director of Quality Assurance.

HACCP COMMITTEE ROSTER

- 1) Heather Reeder-Lab Supervisor
- 2) Jim Barrett-Production Manager
- 3) Rodney Deal-Dock Supervisor
- 4) Terry Robinette-Maintenance
- 5) Matt Godlove-Cooler
- 6) John Hill-Production
- 7) Gary Miller-Pasteurizer/Production/
- 8) George Pisula-QA

PRODUCT DESCRIPTION

Product/Process Name:	Clear, yellow and brown safe plastic gallons and half gallon jugs.
Ingredients:	Resin and brown or yellow coloring
Processing Methods:	Blow-molding
Labeling/Use Instruction:	Liners are coded with plant # 24-021, and the date of manufacture.
Packaging Used:	Plastic liner
Transportation and Distribution:	Sealed bags of jugs are sent on a sealed box trailer and delivered to Galliker Dairy Company.
Where it will be sold:	Galliker Dairy Company
Intended Consumers:	Galliker Dairy Company
Shelf Life (at <40°F/<4.4°C)	N/A

Submitted by: 

Approved by: 

Date: 11-7-11

Supersedes: 10-14-10

Milk HACCP Program for Potomac Farms Dairy, Cumberland, Md.

PRODUCT DESCRIPTION

Product/Process Name:	Raw Grade A Cream
Ingredients:	Raw Cream
Processing Methods:	Cold Milk Separation
Labeling/Use Instruction:	No Labeling
Packaging Used:	Bulk Transport
Transportation and Distribution:	Product is produced and stored at <43°F. Delivered on sealed bulk transport to Galliker Dairy Company.
Where it will be sold:	Galliker Dairy Company
Intended Consumers:	No consumers until product is processed at Galliker Dairy Company
Shelf Life (at <40°F/<4.4°C)	72 hours

Submitted by: *[Signature]*

Approved by: *[Signature]*

Date: 11-7-11

Supersedes: 10-14-10

Milk HACCP Program for Potomac Farms Dairy, Cumberland, Md.

Company Name: Potomac Farms Dairy

Location: Cumberland, Md.

PRODUCT DESCRIPTION

Product/Process Name:	White Milks HVD, 2%, 1%, and Skim
Ingredients:	Raw Milk and Vitamins (HVD is fortified with Vitamin D, and 2%, 1% and skim are fortified with Vitamin A & D.
Processing Methods:	All Ingredients are HTST Pasteurized.
Labeling/Use Instruction:	Coded with sell by date and Keep Refrigerated
Packaging Used:	Yellow safe 1-gallon plastic jug with tamper evident seal, 1- half-gallon yellow safe plastic jug with tamper evident seal, and 5-gallon dispenser bags with a snap on lid which are double bagged
Transportation and Distribution:	Product is produced and stored at <43°F. Delivered on refrigerated trailers to warehouses, food service, grocery stores, convenience stores, and schools. Potomac Farms is also a distributor for other products such as cottage cheese, sour cream, etc.
Where it will be sold:	Grocery stores, convenience stores, food service, and schools
Intended Consumers:	Consumers of all ages
Shelf Life (at <40°F/<4.4°C)	All refrigerated milk is 17 days under proper refrigeration.

Submitted by:

_____ 

Approved by:

_____ 

Date:

11-7-11

Supersedes:

10-14-11



Prerequisite Program Safety of Water

Potomac Farms Dairy uses a municipal water source as the state approved source¹ of all our water needs, including the cleaning and rinsing of equipment. The water authority maintains documentation of this water for chemical, microbiological, turbidity and radiological testing. A complete analysis² for heavy metals is received from the municipality annually, and microbiological quality reports are done annually by Microbac Laboratories and are kept on file in the Quality Assurance Department

Back-flow devices (vacuum breakers) are installed on the water lines at the CIPs, case washer, boiler, condensers, sweet water tank, and processors. There are no cross-connections between the safe water supply and any unsafe or questionable water supply.

Captive waters and cooling waters are also analyzed for microbiological quality monthly by the internal lab and by the State on a quarterly basis³.

All water entering the facility passes through a sand filter. Water is not used as an ingredient.

- 1 Approved Source Document
- 2 PA Public Water Source for Cumberland- Annual Quality Report
- 3 Microbac Report



Prerequisite Program Condition and Cleanliness of Food Contact Surfaces

All food processing equipment is 3A approved.

Written cleaning procedures¹ are available for all food processing equipment, and for environmental cleaning. These procedures are available for employees as reference, and in some cases are posted near the equipment cleaned. Procedures specify chemical use, concentrations, cleaning temperatures, safety measures, and step-by-step procedures. Our cleaning chemical supplier (Ecolab) is actively involved with our sanitation program, including employee training on the use and safety of all chemicals.

Chemical concentrations are checked for each cleaning procedure and cleaning temperatures are documented with the use of recording charts and/or the Sure-Graph system². The person doing the cleaning documents cleaning temperatures on equipment where no recorders are available.

A Master Sanitation/Environmental Cleaning Program³ has been established for those items not scheduled for daily dismantling. Some items included within this schedule are air valves, pasteurizer, separator, and some pumps.

Employees are trained and instructed to inspect equipment thoroughly after cleaning. Their performance is audited periodically through inspection by Management, and through periodic equipment swabs using ATP technology⁴. Environmental cleaning is verified on a monthly basis with environmental swabs⁵.

- 1 Ecolab Cleaning Procedure Manual
- 2 Recording Charts, Sure-Graph Logs, and Lab and Plant Concentration Logs
- 3 Master Sanitation/Environmental Cleaning Plan
- 4 ATP Written Log
- 5 Listeria/Salmonella Swabbing Program



Prerequisite Program Prevention of Cross-Contamination

To maintain a safe food product, Potomac Farms Dairy uses a number of quality control programs to prevent cross contamination. All raw and pasteurized piping is identified by color-coded directional tape. Raw lines are in RED, pasteurized lines are marked with WHITE tape. CIP lines are coded in YELLOW tape, and water lines are designated in BLUE. Our CIP system is divided into two separate systems (raw and pasteurized) and designed so that no crossover can occur.

The plant was also designed so no cross contamination can occur between the safe and unsafe water supply (or polluted supply). Current blueprints (piping schematics) for plant piping systems are maintained, and updated whenever piping changes are made¹.

Physical separation of raw and pasteurized products is also maintained with a physical "atmospheric break" at the pasteurizer balance tank and mix tanks.

Additionally, color-coded cleaning brushes and buckets are used to minimize any chance of cross contamination through cross utilization of brushes. RED brushes are used for product surfaces of raw equipment, WHITE brushes are used for product surfaces of pasteurized equipment, YELLOW brushes are used for non-product contact surfaces, and BLACK brushes are used for drain cleaning. BLUE brushes are used for cleaning in the cooler only and GREEN brushes are used in dry areas for floors, such as the blowmold room and the case room.



Prerequisite Program Hand Washing, Sanitizing, and Toilet Facilities

Potomac Farms Dairy has been equipped with and maintains sanitary facilities for use by its employees. All persons in direct contact with the food process conform to hygienic practices. We meet all requirements for personnel and facilities as described in the Code of Federal Regulations¹. This is monitored by the use of periodic GMP (monthly) inspections².

New employees go through GMP training during their orientation³, and annually thereafter⁴. Personal hygiene, including hand-washing practices and procedures is included with this training.

Hand washing facilities are located in the restrooms, in the Production area, 5&6 room, the Blow-mold room and in the laboratory.

Employees are instructed to properly wash their hands after using toilet facilities, and to rewash hands before returning to work. Frequent hand sanitizing is encouraged, but depends on the extent of exposure to recontamination.

New hands-free hand wash stations have been added throughout the plant: blow mold room, 5&6 tank room, and production room.

- 1 Code of Federal Regulations 110.10 Personnel and 110.37 Sanitary Facilities
- 2 Monthly GMP inspections
- 3 Employee Orientation Handbook
- 4 GMP Training Materials



Prerequisite Program Protection from Adulteration

Potomac Farms Dairy complies with regulations in the Pasteurized Milk Ordinance regarding protection from adulteration¹. Considerable effort is made to prevent foreign material and other contaminants from entering our finished product. This is accomplished by the use of screens, filters, and shields, and by implementing practices such as keeping containers closed, bags sealed and capping unused product and CIP lines.

Compressed air is filtered at the air compressors, and again filtered at point of use.

Cleaning and sanitizing procedures ensure proper rinsing and draining to prevent product adulteration. Additionally, all chemical containers are marked appropriately.

Furthermore, our suppliers provide Pure Food Guarantees² and Certificates of Analysis³ on all products. Other products are tested in our lab or independent labs.

- 1 PMO Regulations on Protection from Contaminants.
- 2 Suppliers' Pure Food Guarantees
- 3 Ingredient Certificates of Analysis File



Prerequisite Program Handling of Toxic Compounds

There are very few substances in use at Potomac Farms Dairy that are considered toxic (i.e. insecticides/pesticides). We make sure all chemicals and secondary containers are properly marked and labeled. Insecticides and pesticides are approved by the EPA and administered by a professional service; no pesticides are stored on site¹.

Storage, containment, disposal, usage, spill procedures and training for employees are maintained. MSDS² sheets as well as absorbents, masks, protective equipment and emergency response programs are all maintained in various areas throughout the plant.

All boiler compounds, food grade lubricants, aerosol lubricants, cleaners, polishes, and release agents are USDA and/or FDA approved for food plant use. These items are stored in designated areas or cabinets.

The safety manager, insurance consultants, and safety committee members review handling procedures for toxic compounds on a regular basis, including ammonia safety. Records for maintaining and handling toxic and hazardous chemicals are available⁴.

- 1 Ecolab Pest Control Binder and Logbook
- 2 M.S.D.S. Binders throughout the plant
- 3 Ecolab's Chemical Handling Procedures; Maintenance documents



Prerequisite Program Control of Employee Health

Potomac Farms Dairy complies with the Pasteurized Milk Ordinance regarding personnel health¹.

All employees go through GMP training during their orientation program and annually thereafter. Employee health and the consequences of disease, cuts, and poor hygiene are a part of this training. No employee with a communicable disease is allowed to work, and any cuts or scrapes are properly covered before returning to work.

Personnel protective equipment is available and maintained for all hazardous jobs. Extensive training on a variety of health and safety issues including; bloodborne pathogens, hazardous chemical/material handling, hearing loss, emergency evacuation, electrical safety, confined space, etc. are performed throughout the year internally and by an outside specialists². We are located within minutes of the regional hospital.

Additional information concerning control of employee health and health programs in place at the plant are maintained in the Human Resource Department.

1 PMO Regulations on Personnel Health



Prerequisite Program Exclusion of Pests

To exclude pests and insects from the plant processing, non-processing, and storage areas a number of steps are taken.

1. The perimeter of the plant is kept free from litter and weeds. Low spots where water may pool are eliminated to prevent breeding grounds for insects.
2. Cracks and crevices around floors, walls, and ceilings are repaired as soon as they are observed.
3. Doors, windows, and other openings are maintained to prevent rodent and insect entry. The practice of keeping all doors and windows closed (or opened and screened) is stressed with all employees.
4. All incoming loads of ingredients and packaging materials are inspected for rodent or insect activity. Materials are rejected if any evidence is found¹.
5. Maintaining the cleanliness of dumpsters and outside trash collection areas is stressed with all employees.
6. The dairy has strategically located rodent traps; bait stations, and UV insect collection stations.
7. The plant employs a pest control extermination company, which oversees the pest control program. They service all traps and bait stations every other week. Additionally, they may apply insecticides as needed. A pest control logbook is maintained, which contains service visits, certificates of insurance, licenses, MSDS sheets, activity logs, and device maps².

- 1 Incoming Ingredient Inspection Log
- 2 Ecolab's Pest Control Log Book



Prerequisite Program
Laboratory Testing of Raw Milk

Potomac Farms Dairy policy for testing raw milk tankers. The policy states:

1. An approved sampler pulls the compartment samples, and takes temperature of the truck compartments. They then take samples to the lab to be checked.
2. Potomac Farms Dairy has a MD Appendix N certified Laboratory with both technicians and also a few plant employees also MD certified. MD certified labs and technicians all follow the 2400 series and Standard Methods for all testing procedures.
3. Potomac Farms Dairy uses New Snap Beta Lactum test for its Appendix N test for drug residues these are performed on all tankers before they are unloaded.
4. Galliker Dairy/Potomac Farms also performs a direct microscope on every incoming tanker before it is unloaded to safe guard against bacteria.
5. Titratable acidities are also done on every tanker before it is unloaded.



Prerequisite Program

Raw milk receiving

Potomac Farms Dairy policy in regards to the raw milk supply and the receiving of such milks falls under the guidelines as set forth in the Pasteurized Milk Ordinance (PMO). In addition to the general operating procedures and construction guidelines for milk plants, Appendixes B and N also apply more specifically. Both of the processing plants and bulk tank units are listed in the Interstate Milk Shippers list and therefore are rated every 24-months through a United States Public Health Inspection.

In addition to the outlined governmental regulations, three additional standards have been added. These standards, which go beyond the legal requirements, are intended to improve quality and assure food safety.

As a member of Quality Check Dairies, Inc., each plant must follow the organization's *Expectations & Requirements Guidelines*. Compliance is measured by an annual plant audit.

The Galliker Dairy Company had also chosen to do Direct Microscopic Counts on each load of incoming raw milk. The upper limit for accepting milk is 180,000, single strip. Loads that are beyond this limit are handled by a process outlined in the *Procedure for Rejecting Tanker Loads of Milk, Which Fail the Direct Microscopic Count (DMC)*.

A mandatory tanker-sealing program is also in operation. The guidelines for this process follow those established by The Dairy Practices Council's document *Guideline for Sealing Bulk Milk Tank Trucks*.



Prerequisite Program
Vitamin Addition

Potomac Farms Dairy policy in regards to vitamin addition strictly follows the guidelines as set forth in the Pasteurized Milk Ordinance (PMO) and the Code of Federal Regulations (CFR). Appendix O of the PMO and sections 21.CFR 130.10 and 21.CFR 131.110 apply.

The addition of vitamins is automatic for the white milks by a vitamin D pump for the HVD, and a vitamin A&D pump for the 2%, 1%, and skim milk. Daily vitamin accountability is monitored as outlined in the Vitamin Accountability Spreadsheet. When monitored, the actual amount used is what is recorded. A monthly usage sheet which shows the percentage the milk is fortified is completed, and located in the lab.



Prerequisite Program Protection from Physical Contamination

The inclusion of physical hazards in the manufacturing of juice products is very limited at the Galliker facility. Nonetheless, by the nature of the business, the potential for glass and metal contamination does remotely exist.

Vendors are called upon through their food safety programs, and verified by Certificates of Analysis, to provide ingredients free of any physical contaminants¹. Employees, on an annual basis, also undergo HACCP, and GMP refresher training, which emphasize the importance of inspecting ingredients for contaminants and being cognizant of any abnormalities in equipment or the physical surroundings². New employees are briefed on the same as part of their orientation program³.

Beyond the aforementioned controls, the use of glass throughout the plant is greatly limited as outlined in Galliker's Glass/Brittle Plastic Policy⁴. As additional steps, 40-mesh line screens are in place in the processing area⁵.

- 1 Vendor Certificates of Analysis
- 2 Annual employee training verification
- 3 New employee orientation program
- 4 Galliker Dairy Glass/Brittle Plastic Policy
- 5 Galliker Dairy Daily Screen Inspection Log for verification



Prerequisite Program Casewasher Control

The case washer is cleaned on a weekly basis, normally Sunday's. It is cleaned using the Sanitation Procedure for the case washer.¹

The case washer is charged in the morning by the pasteurizer. This is done by turning the knob on the Control Master Jr. located outside the lab. The lab obtains a sample on the wash side of the case washer using a ball valve sample port, and tests the chemical concentration and also checks the temperature the case washer is operating at. The temperature should be 145-155 degrees Fahrenheit. The chemical used is SC-205, and should be 1500-2500 ppm (4-5 drops when titrating). The results are recorded in the lab on the Chemical Concentration Check Log, and is checked each day it is in operation.

Cases will periodically be tested when they exit Salmonella bacteria. Salmonella swabs are done on a quarterly basis. Swabs will be sent to Microbac Laboratories for analysis.²

- 1 Ecolab Cleaning Procedure Manual
- 2 Listeria/Salmonella swabbing Program



Prerequisite Program

Storage and Disposition of Route Returns

Galliker Dairy/Potomac Farms provides a service to its customers by picking up any outdated, damaged or unsold products. We term these products as Route Returns. All route returns are tracked by the handhelds used by our drivers. Drivers enter the product and amount being returned into the system via their handheld. Weekly and monthly reports are maintained at both facilities Joe Kinley at Gallikers and Dave Gilles at Potomac maintain these records. Route Returns are unloaded at the empty case dock at the Galliker facility, which is completely segregated from refrigerated storage.

At the Potomac Farms facility, drivers back into the load dock to unload empty cases. If the drivers have 2 cases of route returns or less they are unloaded at the dock and carry the returns to the python area. If they have more than 2 cases they back the trailer into the python area and unload the route returns. Route Returns are never taken back into the cooler under any circumstances.

The employees responsible for the Route Returns put the product through the Python crushing the containers, separating the containers from the product. At Gallikers facility the product is pumped directly to a tanker, dedicated only to the Route returns. After the tanker is filled it is taken to a manure pit to be disposed of, producer 239. The packaging is thrown into the dumpster.

At Potomac Farms facility, the product from the returns is pumped into a holding tank, which is then pumped into a tank on a farmers truck. The packaging material is also thrown in trash cans then to the dumpster.

Prerequisite Programs

Product Name: Milk (HVD, 2%, 1%, Skim)

(1) PREREQUISITE	(2) HAZARD	(3) CRITICAL LIMITS FOR EACH CONTROL MEASURE	(4) Monitoring				(7) Who	(8) CORRECTIVE ACTION	(9) VERIFICATION	(10) RECORDS
			What	How	Frequency					
1. Water Supply	Biological	< 10 Coliform	Micro Test	Coliform SPC	Biannually	Microbac	Notify City	Health Dept	Lab Report from State Lab Report	
		Cooling Water	Micro Test	Coliform SPC	Monthly	Lab	Treat Water	Lab Director		
2. Food Contact Surfaces	Biological	Food Contact Surfaces Sanitary	CIP Charts Conc. Checks	Monitor Time, Temp, Cond. Chem. Conc.	Daily Monthly	Lab Director, Sanitarian, Lab Tech.	Re-clean Call Ecolab Rep.	Lab Director Uses ATP swabs Jugwashes	CIP Charts, Conc. Log, ATP swab, Microbac records	
3. Prevent Cross-contamination	Biological	No Cross-Contamination Potential	Internal Audits	Colored Brush Program, Segregated CIP Systems	Monthly	Lab & Mgmt.	Remove from service	Internal Audits	Audit Reports	
	Chemical		GMP Training		Daily	Everyone as seen	Notify Mgt.	GMP Training	Training Log.	
4. Maintenance of hand-wash facilities	Biological	Soap, Towels, and operational	Visual	Sanitarian/ Employees	Daily	V.P. of Quality Assurance	Fix/ Replace add Soap, Towels	Monthly Internal Audits GMP Training	Audit Reports Training Log.	

Prerequisite Programs

Product Name: Milk

(1) PREREQUISITE	(2) HAZARD S.	(3) CRITICAL LIMITS FOR EACH CONTROL MEASURE	(4)	(5)	(6)	(7)	(8) CORRECTIVE ACTION	(9) VERIFICATION	(10) RECORDS
			Monitoring						
			What	How	Frequency	Who			
5. Protection from Adulteration	Biological	Cooling Water	Coliform Test	Lab plate	Monthly	Operators	Re-flush	Allergen test	Milk Residue
			Chlorine test	Lab titrate	Weekly	Lab	Complete CIP	Operator	Spread Sheet
6. Toxic Compounds	Chemical	None in products	Toxic Product	HAZCOM training, MSDS FDA & EPA approvals	Every Shipment	Lab Director	Dump Product,	V.P. QA Lab Director	Monthly Internal Audits
7. Employee Health	Biological	GMP Procedures Employee Health & Hygiene Policy (1-08) No Communicable Diseases	GMP Training New Employee Training/ Employee Handbook	Employee Safety Meetings	Annually Upon Hiring	Safety Director	Mandatory Meetings Hiring Processes	Safety Director V.P. Human Resources	Meeting Sign-in Sheets

Milk HACCP Program for Potomac Farms Dairy, Cumberland, Md.

Prerequisite Programs

Product Name: Milk

(1) PREREQUISITE	(2) HAZARD S	(3) CRITICAL LIMITS FOR EACH CONTROL MEASURE	(4)	(5)	(6)	(7)	(8) CORRECTIVE ACTION	(9) VERIFICATION	(10) RECORDS
			Monitoring						
			What	How	Frequency	Who			
8. Pest Control	Chemical	Approved Pesticides used, No pest contamination of product.	Pest Service Contract (Ecolab)	Service log	Twice a month	Service Tech. (Ecolab)	Destroy Product	V.P. QA Lab Director	Pest Service Log and Reports (Lab)
9. Raw Milk Receiving	Biological	<180,000 in a single strip factor <43°F	Bacteria	Microscope	Every Truck	Lab	Reject Tanker Reject Tanker Daily Checks	Producer Trace-back Producer Trace-back Daily Checks Seal Policy	Appendix N Sheet
	Physical		Bacteria	Acidity	Every Truck	Receiver			Seal log CIP Charts
10. Appendix N Testing	Chemical	<1.06	Beta-Lactams	New Snap Test Kit and Image Reader	Every Truck	Lab	Reject Load	Producer Trace-Back	Appendix N Sheet
11. Vitamin Addition	Chemical	100-150% of Labeled Usage	Vitamin D Vitamin A&D	Vitamin Accountability Program Vitamin Assays	Daily Annually	Lab, Pasteurizer Lab	Verify Pump Accuracy	O'Neil Scientific	Vitamin Usage Log Vitamin Accountability

Prerequisite Programs

Product Name: Milk

(1) PREREQUISITE	(2) HAZARD S	(3) CRITICAL LIMITS FOR EACH CONTROL MEASURE	(4)	(5)	(6)	(7)	(8) CORRECTIV E ACTION	(9) VERIFICATION	(10) RECORDS
			Monitoring						
			What	How	Frequency	Who			
12. Protection from Physical Contamination	Physical	No physical contamination	GMP Training	Visual Inspect	Daily Annually	Sanitarians Receivers	Destroy Product	V.P. QA Lab Director	
13. CASEWASHER CONTROL	Biological		Chemical and Temp. check Salmonella testing	Titration, temp check Environm. swabbing	Daily Quarterly	Lab Lab	Adjust Clean	Lab Director Lab Director	Lab Chemical check Microbac report
14. STORAGE AND DISPOSITION OF ROUTE RETURNS			Segregation from refrigerated storage	Visual Inspect	Daily	Dock and Drivers & Python Operators	Remove returns from Cooler	Operator	Weekly dump report

HAZARD ANALYSIS SUMMARY

Product Name: Milks

Firm Name: Potomac Farms

Dairy Firm Address: 300 W. Industrial Blvd. Cumberland, Md.

Process Step/ Ingredient or Input	Identify the Potential Hazard Biological (B) Chemical (C) Physical (P)	<ul style="list-style-type: none"> Is the hazard at this step severe and of sufficient likelihood of occurrence to warrant its control? 	<ul style="list-style-type: none"> Is a control measure available at this hazard correctly applied, monitored, and documented in a Prerequisite Program or other procedure? If not, could an existing prerequisite program be modified or a new prerequisite program be established to control the hazard? In either case, identify the PP and its location If "yes", then stop and document If "no", proceed to Q3 	<ul style="list-style-type: none"> Does a control measure exist at this step to prevent, reduce or eliminate the likely occurrence of a hazard to an acceptable level? If "yes", document as a CCP If "no", indicate where this will happen
Raw Milk Receiving	B C P	Yes No Yes	No, But reduce growth due to Milk Receiving Temp. Policy, & DMC Yes Appendix N testing (Snap B/L), Tanker Seal Program T.A.<0.17 Milk filtered through plate chiller	No Pasteurization Step
Raw Milk/Cream Storage	B C P	No No No	Follow current SOP's. (tank temp, thermometer calibration) Follow cleaning SOP.	No Pasteurization Step
Cold Milk Separator	B C P	No No No	Follow monthly sanitation list. Follow cleaning SOP.	No Pasteurization Step
Raw Cream to Johnstown	B C P	No No No	Tanker Seal Program Follow Sanitation SOP	
Balance Tank	B C P	No No No	Follow Cleaning SOP. Follow Cleaning SOP Follow GMP Training	
Vitamin Addition	B C P	No Yes No	No, Certificate of Analysis (at Gallikers) Yes Vitamin Accountability Program	No Pasteurization Step
Pasteurization (HTST) CCP#1. Temp., Time, & Pressure	B-CCP#1 C P	Yes No No	No	C.C.P. #1

Milk HACCP- Hazard Analysis-- Potomac Farms Dairy, Cumberland Md.

Process Step/ Ingredient or Input	Identify the Potential Hazard Biological (B) Chemical (C) Physical (P)	<ul style="list-style-type: none"> Is the hazard at this step severe and of sufficient likelihood of occurrence to warrant its control? 	<ul style="list-style-type: none"> Is a control measure available at this hazard correctly applied, monitored, and documented in a Prerequisite Program or other procedure? If not, could an existing prerequisite program be modified or a new prerequisite program be established to control the hazard? In either case, identify the PP and its location If "yes", then stop and document If "no", proceed to Q3 	<ul style="list-style-type: none"> Does a control measure exist at this step to prevent, reduce or eliminate the likely occurrence of a hazard to an acceptable level? If "yes", document as a CCP If "no", indicate where this will happen
Pasteurized Storage Tanks	B C P	Yes No No	Yes cleaning S.O.P.'s and GMP Training	
Packaging Materials	B C P	No No No	Yes, Letters of Guarantee from Suppliers, Receiving Policy Yes, Letters of Guarantee from Suppliers, Receiving Policy Yes, Letters of Guarantee from Suppliers, Receiving Policy	
Blow-molding Resin and Coloring Receipt and Storage	B C P	Yes Yes No	SEE BLOW-MOLD HAZARD ANALYSIS SUMMARY	
Filling	B C P	Yes No Yes	Yes, GMP Training Yes, GMP Training	
Case Washer	B C P	Yes No No	Yes, Follow PP for Casewasher.	
Refrigerated Storage	B C P	No No No	Yes, GMP Training	
Distribution	B C P	No No No	Yes, GMP Training	
Route Returns	B C P	No No No	Yes, Storage Disposition of Route Returns	
Python	B C P	No No No	Yes See Storage Disposition of Route Returns	

Milk HACCP- Hazard Analysis-- Potomac Farms Dairy, Cumberland Md.

Process Step/ Ingredient or Input	Identify the Potential Hazard Biological (B) Chemical (C) Physical (P)	<ul style="list-style-type: none"> Is the hazard at this step severe and of sufficient likelihood of occurrence to warrant its control? 	<ul style="list-style-type: none"> Is a control measure available at this hazard correctly applied, monitored, and documented in a Prerequisite Program or other procedure? If not, could an existing prerequisite program be modified or a new prerequisite program be established to control the hazard? In either case, identify the PP and its location If "yes", then stop and document If "no", proceed to Q3 	<ul style="list-style-type: none"> Does a control measure exist at this step to prevent, reduce or eliminate the likely occurrence of a hazard to an acceptable level? If "yes", document as a CCP If "no", indicate where this will happen
Farmer	B C P	No No No	Yes, see Storage Disposition of Route Returns	

Approved By: *Heather Reeder*

Title: *Vice President*

Date: *1/26/12*

Supersedes: *NOV. 7, 2011*

Milk HACCP Program for the Potomac Farms Dairy, Cumberland, MD
Revised November 7, 2010

HACCP PLAN SUMMARY

The essential elements of HTST pasteurization are 1) time, 2) temperature, and 3) pressure. Each of these elements shall be addressed under the HACCP plan.

1. In continuous flow Pasteurizers with sealed timing pumps, minimum-holding time at pasteurization temperature shall be addressed in the HACCP plan.
 Continuous flow Pasteurizers, magnetic flow meter based timing systems, time at minimum pasteurization temperature shall be addressed in the HACCP plan as CCP verification
2. Temperature shall always be addressed in the HACCP plan as a critical limit.

Product Name: Milk

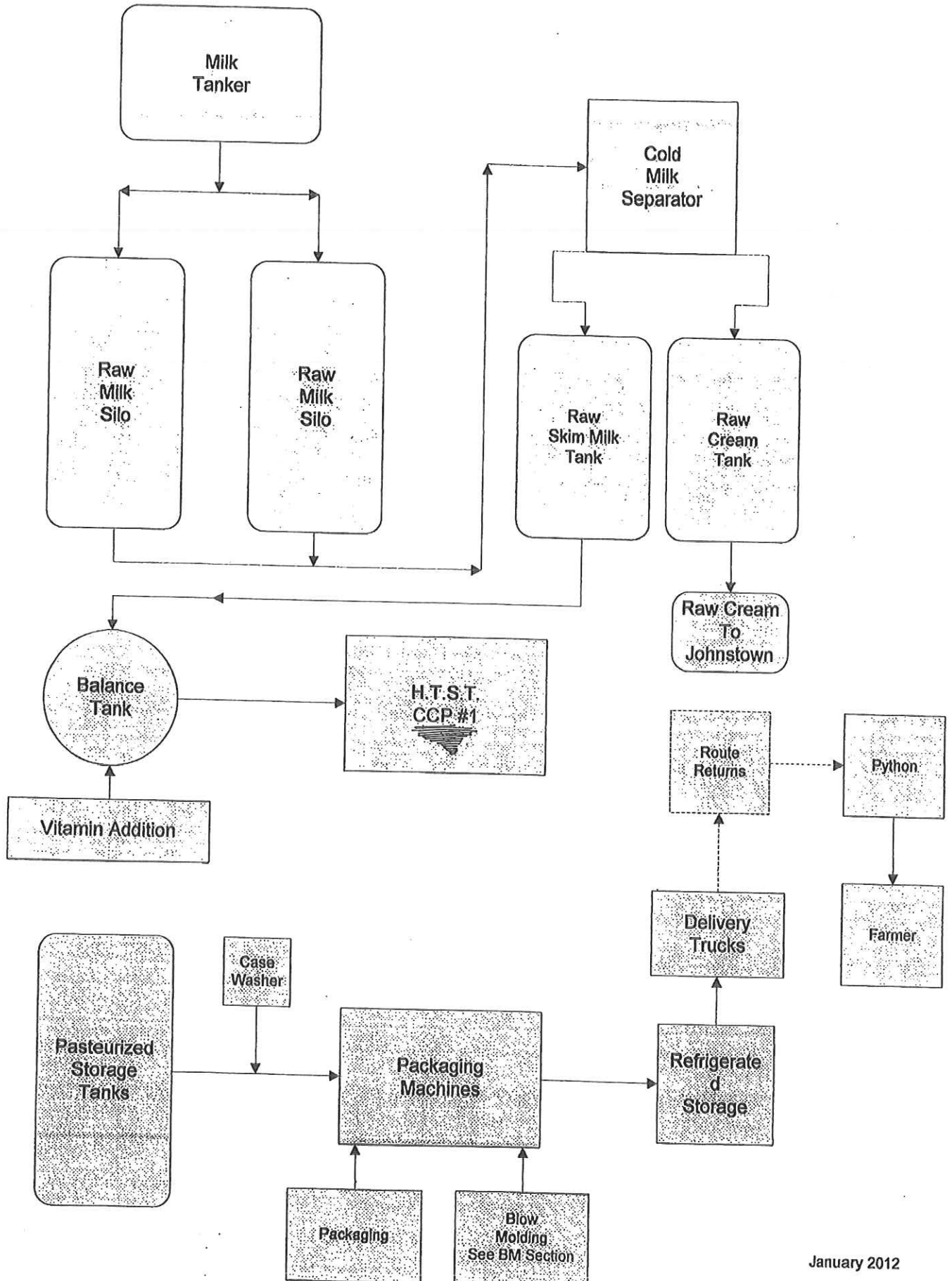
(1) Critical Control Point (CCP)	(2) Hazards	(3) Critical Limits for each Control Measure	(4)	(5)	(6)	(7)	(8) Corrective Action	(9) Verification	(10) Records
			Monitoring						
			What	How	Frequency	Who			
Pasteurization Temperature	(Biological) Vegetative pathogens Salmonella Coli 0157.H7 Listeria Monocytogenes	Temperature, as measured at the exit of holding tube must be a minimum of 161°F	Recording chart sealed	Safety thermometer limit recorder (S.T.L.R.)	Continuous	Pasteurizer	Automatically diverts flow of product	Lab Director review of pasteurization charts start-up procedure as stated by PMO. Quarterly calibrations by regulatory and Masterleo Pasteurizers Checks Seals	Pasteurization chart Calibration reports Pasteurizer checks all seal ensuring they are in place daily and documents on charts
Time	(Biological) Vegetative pathogens Salmonella Coli 0157.H7 Listeria Monocytogenes	>15 seconds	Timing pump sealed	Start-up procedure as stated by PMO.	Daily	Pasteurizer	Re-time unit (salt test)	Quarterly calibrations by regulatory and Masterleo Pasteurizers Checks Seals	Calibration reports Pasteurizer checks all seal ensuring they are in place daily and documents on charts
Pressure differential in regenerator	(Biological) Vegetative pathogens Salmonella Coli 0157.H7 Listeria Monocytogenes	>1 p.s.i. Pressure differential (Past./Raw)	Pressure transmitters seals	Pressure differential controller	Continuous	Pasteurizer	Automatically shuts off the booster pumps	Quarterly calibrations by regulatory and Masterleo Pasteurizers Checks Seals	Calibration reports Pasteurizer checks all seal ensuring they are in place daily and documents on charts

A properly operating HTST pasteurization system will divert raw product to the balance tank when predetermined set points are not met.
 Product Description: Milk Method of Storage & Distribution: Refrigerated Intended Use & Consumer: Consumers of all ages

Signature: 

Date: 11/7/11

Unflavored Milks



Blow-molding HACCP Program for Potomac Farms Dairy Company, Cumberland, Md.

HAZARD ANALYSIS SUMMARY (Q1-Q6 Refer to the Modified Dairy HACCP Decision Tree)

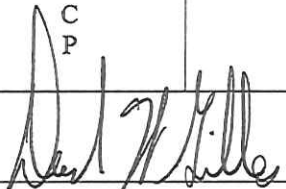
Product Name: Blow-molding **Firm Name:** Potomac Farms Dairy **Firm Address:** 300 W. Industrial Blvd., Cumberland, Md.

Product Name: Blow-molding

<ul style="list-style-type: none"> ◦ Process, Step, Ingredient, or Input 	Identify the Potential Hazard <ul style="list-style-type: none"> ◦ Biological (B) ◦ Chemical (C) ◦ Physical (P) 	<ul style="list-style-type: none"> ◦ Is the hazard at this step severe and of sufficient likelihood of occurrence to warrant its control? 	<ul style="list-style-type: none"> ◦ Is a control measure available at this hazard correctly applied, monitored, and documented in a Prerequisite Program (PP) or other procedure? ◦ If not, could an existing Prerequisite Program be modified or a new prerequisite program be established to control the hazard? ◦ In either case, identify the PP and its location ◦ If "yes", then stop and document ◦ If "no", proceed to next question 	<ul style="list-style-type: none"> ◦ Does a control measure exist at this step to prevent, reduce or eliminate the likely occurrence of a hazard to an acceptable level? ◦ If "yes", document as a CCP ◦ If "no", indicate where this will happen
Resin Tanker	B	Yes	B: Certificate of Analysis; product seals C: See B above P: See B above	
Receipt/Storage	C	Yes		
Bulk Resin	P	Yes		
Receipt/Storage	B	Yes	B: Certificate of Analysis; product seals C: See B above Yes: Certificate of Analysis; product seals, Air filter	
Gaylords of	C	Yes		
Resin/ Coloring	P	Yes		
Regrind/blending	B	No	P: Prerequisite Program in Place	
	C	No		
	P	Yes		
Blow Molding	B	No		
Units/Glycol	C	No		
Cooling	P	No		
Cooling Beds	B	No	Air Filters Changed Quarterly	
	C	No		
	P	No		
Trimmers	B	No	Air Filters Changed Weekly	
	C	No		
	P	No		

Blow-molding HACCP Program for Potomac Farms Dairy Company, Cumberland, Md.

<ul style="list-style-type: none"> ◦ Process, Step, Ingredient, or Input 	Identify the Potential Hazard <ul style="list-style-type: none"> ◦ Biological (B) ◦ Chemical (C) ◦ Physical (P) 	<ul style="list-style-type: none"> ◦ Is the hazard at this step severe and of sufficient likelihood of occurrence to warrant its control? 	<ul style="list-style-type: none"> ◦ Is a control measure available at this hazard correctly applied, monitored, and documented in a Prerequisite Program (PP) or other procedure? ◦ If not, could an existing Prerequisite Program be modified or a new prerequisite program be established to control the hazard? ◦ In either case, identify the PP and its location ◦ If "yes", then stop and document ◦ If "no", proceed to next question 	<ul style="list-style-type: none"> ◦ Does a control measure exist at this step to prevent, reduce or eliminate the likely occurrence of a hazard to an acceptable level? ◦ If "yes", document as a CCP ◦ If "no", indicate where this will happen
Leak Detectors	B C P	No No Yes	Air filters Changed Daily	
Annealing Tunnel	B C P	No No No		
Bagging Operation/ Sealed Trailer	B C P	Yes Yes Yes	B: Certificate of Analysis C: See B above P: Certificate of Analysis/Pre-requisite program in place And Trailer Sealed	
Filling Room	B C P	No No No	B: Cleaning Plan P: Shielding	

Approved By: 

Title: VICE PRESIDENT

Date: 11/10/11

Supersedes: _____

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 exceed 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: Potomac Farms Dairy

Authorized Signature:  Date: May 28, 2013

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 28th day of May, 2013.

My Commission expires August 8, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC 

State of West Virginia 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____ Signed: _____
Date: _____ Title: _____