



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

Solicitation

NUMBER

DPS1332

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE
304-558-2544

V
E
N
D
O
R

*709060429 304-252-7711
CROOK BROS
599 MARKET ST
BECKLEY WV 25801

S
H
I
P
T
O

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED

02/21/2013

BID OPENING DATE:

03/12/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28	103,729.00	103,729.00
FRESH FRUITS AND VEGETABLES						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE FRESH FRUITS AND VEGETABLES FOR THE WV STATE POLICE ACADEMY, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DPS1332 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
***** THIS IS THE END OF RFQ					DPS1332 ***** TOTAL:	103,729.00
03/12/13 01:14:26 PM West Virginia Purchasing Division						

SIGNATURE

David Crook

TELEPHONE

(304) 252-7711

DATE

3/11/13

TITLE

President

FEIN

550693814

ADDRESS CHANGES TO BE NOTED ABOVE

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

Bidder shall provide the Mark-up percentage (%) for the various classifications of fresh fruits and vegetables.

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	20 %
2. Vegetables	20 %
3. Miscellaneous Processed Items.....	20 %

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package (Vendor should complete this column).	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up (20%)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
Fruits								
1	APPLES, red, delicious, min US Fancy Gr, 100 count.	40	RED Apple 100 ct. Fancy	17.00	20 %	20.40	400 CASE/ 16,000 lb	8,160.00
2	Asparagus, Green	11	ASPARAGUS GREEN 11#	21.00	20 %	25.20	200 CASE/ 2,200 lb	5,040.00
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	BANANAS YELLOW 40#	5.00	20 %	6.00	800 CASE/ 32,000 lb	4,800.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	18	GRAPES RED SEEDLESS 18#	35.00	20 %	42.00	900 CASE/ 16,200 lb	37,800.00
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	CANTALOUPE 15 ct. us.#1	8.00	20 %	9.60	400 CASE/ 15,200 lb	3,840.00
6	Melon, Honeydew, US No. 1	25	HONEYDEW MELON 6 ct. #1	6.25	20 %	7.50	150 CASE/ 3,750 lb	1,125.00
7	Oranges, US No. 1, Valencia and Navel	40	ORANGES 113 ct.	6.70	20 %	8.04	400 CASE/ 16,000 lb	3,216.00
8	Strawberries, US No 1, 6 pints per flat	9	* STRAWBERRIES us.#1 6/PT.	5.70	* 20 %	6.84 *	100 FLATS	684.00 *
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	WATERMELON Sdb 5 ct.	18.00	20 %	21.60	250 CASE/ 12,500 Lb	5,400.00
Vegetables								
10	Broccoli, US No. 1	20	BROCCOLI 14 ct. us.#1	7.00	20 %	8.40	100 CASE/ 2,000 lb	840.00
11	Cabbage, Green, U.S. No 1,	50	CABBAGE GREEN us.#1 50#	6.50	20 %	7.80	200 CASE/ 10,000 lb	1,560.00
12	Carrot, topped, US No. 1,	50	CARROTS us.#1 50 lb	10.40	20 %	12.48	250 CASE/ 12,500 lb	3,120.00
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	CELERY us.#1 30 ct.	22.00	20 %	26.40	200 CASE/ 10,000 lb	5,280.00
14	Cucumbers, 85% U.S. No. 1	50	CUKES SELECT us.#1 50 lb	12.00	20 %	14.40	300 CASE/ 15,000 lb	4,320.00

Vendor's Costs for the week of February 10, 2013 through February 16, 2013 shall be used for all items. (Bid Document Instructions: A & B.)

15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg, ✓	30	LETTUCE US.#1 24ct.	* 9.40	20 %	11.28	300 CASE/ 9,000 lb	3,384.00
16	ROMAINE, FRESH, issued by lb	36	ROMAINE 24 ct.	16.50	20 %	19.80	100 CASE/ 3,600 lb	1,980.00
17	Onions, Yellow	50	ONIONS YELLOW 50 lb	5.50	20 %	6.60	150 CASE/ 7,500 lb	990.00
18	Potatoes, Baking, Idaho, U.S. No.1,	50	POTATOES IDAHO US.#1 50#	5.00	20 %	6.00	400 BAG/ 20,000 lb	2,400.00
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	POTATOES WHITE 50 lb	* 5.10	20 %	6.12	200 BAG/ 10,000 lb	1,224.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. ✓	25	TOMATOES US.#1 25#	* 7.00	20 %	8.40	400 CASE/ 1,000 lb	3,360.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25	TURNIP US.#1 25 lb	8.00	20 %	9.60	160 BAG/ 4,000 lb	1,536.00
Miscellaneous Processed Items								
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb ✓	5	CELERY STIX 5 lb	* 6.22	20 %	7.46	200 CASE/ 1,000 lb	1,492.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20	LETTUCE SHREDDED 20 lb	8.40	20 %	10.08	100 CASE/ 2,000 lb	1,008.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20	TOMATOES SLICED 5 lb	9.75	20 %	11.70	100 CASE/ 2,000 lb	1,170.00
Vendor's Costs for the week of February 10, 2013 through February 16, 2013 shall be used for all items. (Bid Document Instructions: A & B.)							Grand Total	

* For this item, the Vendor's Costs and documentation shall be shown in Bid Sheet #3.

Restocking Fee for Item order in error by state agency: 0 Restocking Fee.

Charge for Second Weekly Delivery.....0.....

\$ 103,729.00

Documentation of Vendor's Cost (legible copies of supplies and bills of lading) shall be submitted for the following items to demonstrate the vendor's cost per unit. For purpose of evaluation, Vendor's Costs for the week of 02/10/2013 through 02/16/2013 shall be used. (See Bid Document Instructions: A & B)

	Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg. 5.	Grant County Foods, Crook Bros. 2/05 Bananas 40 ^{ea} , 7, \$5.00	5.00
4*	Grapes, red, seedless, US No. 1 Table Gr.	Del Monte Fresh, Crook Bros. 2/12 Grapes Flame 40, \$35.00	35.00
11*	Cabbage, U.S. No. 1, 200 cs./1000 lbs.	Andrews Farm, Crook Bros. 2/07 Cabbage, 120, \$6.50	6.50
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg.	Produce Alliance, Crook Bros. 2/15 Lettuce Ind, 240, \$9.40	9.40
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea.	Triple G Farms, Crook Bros. 2/19 Potatoes, 500, \$5.10	5.10
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	Whitworth Farms, Crook Bros. 2/09 Tomatoes 5x4, 54, \$7.00	7.00
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Produce Alliance, Crook Bros. 2/08 Celery Sticks, 20, \$4.90	6.22

Vendor's Costs for the week of 02/10/2013 through 02/16/2013 shall be used.

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT:
CROOK BROTHERS 250 GREY FLATS ROAD BECKLEY, WV 25801	Telephone: (304) 252-7711 FAX: (304) 461-0466 Email: Kenneth @ CrookBros.com

SIGNATURE:



DATE:

3/11/13

Please re-check the Bid Document Instructions to assure all requirements are addressed in your bid response.

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.

Multi-Fresh, Inc. DBA Crook Brothers
(Company)

Kenneth D. Crook
(Authorized Signature)

Kenneth Crook - President
(Representative Name, Title)

(304) 252-7711 (304) 461-0466
(Phone Number) (Fax Number)

3/11/13
(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: CROOK BROTHERS

Authorized Signature: [Signature] Date: 3/11/13

State of West Virginia

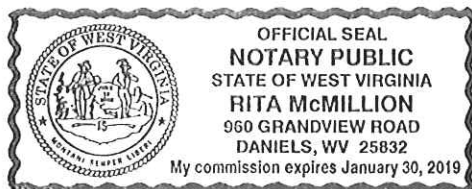
County of Calhoun, to-wit:

Taken, subscribed, and sworn to before me this 11th day of March, 2013

My Commission expires 1-30, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)



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: CROOK BROTHERS

Signed: [Signature]

Date: 3/11/13

Title: President



5400 Laurel Springs Parkway
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 66452
CHICAGO, IL 60666-0452

INVOICE

Number 0887645A
Date 02/08/13
Ship 02/08/13
Pay Terms NET 30 DAYS

Page
1 of 3

Sold To: MULTIFRESH INC(CROOK
BROTHERS)
250 Grey Flats Road
BECKLEY, WV 25801

Ship To: MULTIFRESH INC(CROOK
BROTHERS)
250 Grey Flats Road
BECKLEY, WV 25801

Sales Terms: DELIVERED SALE
Order: 0887645A
Cust PO:

Salesperson: Dave Plinck
Sale Type: DELIVERED SALE
Currency:

Carrier: FLAT CREEK TRAN
Trailer Licence: St: AL

Description	Pack Size	Origin	Quantity	Price	Amount
STRAWBERRY 8/1#	CASE	USA	110	16.90	1859.00
CELERY STICK 4/5#	CASE	USA	20	24.90	498.00
CILANTRO 30 CT	CASE	MEXICO	40	9.65	386.00
LETTUCE GREEN LEAF 24CT	CASE	USA	42	17.65	741.30
RECORDER	FEE		1	25.50	25.50
TECTROL	FEE		2	30.00	60.00
BROCCOLI 14 CT	CASE	USA	32	7.00	224.00
BROCCOLI FLORETTES 4/3#	CASE	USA	40	17.60	704.00
BROCCOLI CROWNS 20#	CASE	USA	32	8.00	256.00
BROCCOLI CROWNS 20#	CASE	USA	8	8.00	64.00
CAULIFLOWER 12 CT	CASE	USA	27	11.00	297.00
CAULIFLOWER FLORET 2/3#	CASE	USA	25	15.20	380.00
CILANTRO 4/1#	CASE	USA	1	9.40	9.40
ANISE/FENNELL 24	CASE	USA	1	25.00	25.00
LETTUCE GREEN LEAF 24CT	CASE	USA	10	13.00	130.00
LETTUCE GREEN LEAF FILLET 10#	CASE	USA	20	12.15	243.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	10	11.40	114.00
LETTUCE ROMAINE FILLETS 10#	CASE	USA	3	16.15	48.45
LETTUCE ROMAINE HEARTS 12/3 CT	CASE	USA	40	31.00	1240.00
ONION GREEN 4/12CT	CASE	MEXICO	10	17.40	174.00
SPINACH BABY LEAF 4#	CASE	USA	50	7.15	357.50
SPINACH CELLO 4/2.5#	CASE	USA	40	10.40	416.00
SPINACH CELLO 12/10	CASE	USA	15	10.40	156.00
SPRING MIX 3#	CASE	USA	160	5.00	800.00
SPRING MIX 4/3#	CASE	USA	5	17.15	85.75
LETTUCE ROMAINE CHOPPED 6/2#	CASE	USA	50	14.85	742.50

INVOICE TOTAL

CONT

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. This invoice may not reflect any rebates or discounts of any kind granted to customer. A service charge of 1-1/2% per month (18% per year) will be assessed on all past due accounts. Any legal action to enforce our rights hereunder shall include the service charge stated above, collection costs and expenses and attorney's fees.

PO 33325
Whitworth Sales, Inc.

11400 State Road 7
Boynton Beach, FL 33473
Phone: 561-364-8881 Fax: 561-364-9239



INVOICE

Invoice #: 139865
Invoice: Feb 09,2013
Ship: Feb 09,2013
Pay Terms: 10 AFT/Accept

Sold To: Crook Brothers
250 Gray Flats Road
Beckley WV 25801

Ship To: Crook Brothers
250 Gray Flats Road
Beckley WV 25801

Page 1 of 1

Sale Terms: Delivered	Salesperson: John Whitworth IV	Carrier: PEP	
Order: Feb 08,2013	Via:	Trailer lic: 4323CH	St: FL
Cust PO:	Currency: USD	Broker:	

Description	Product Of	Quantity	UOM	Price	Amount
Pepper Green	USA	120	ctn	9.50	1,140.00
Pepper Green Xlarge	USA	20	ctn	11.50	230.00
Pepper Green Jumbo	USA	5	ctn	12.50	62.50
Pepper Green Suntan	USA	120	ctn	9.00	1,080.00
Pepper Hungarian Wax 1/2 Bushel	USA	10	ctn	13.00	130.00
Cucumbers Select	USA	50	ctn	13.00	650.00
Tomatoes 25 lbs 5x6	USA	80	ctn	13.00	1,040.00
Tomatoes 25 lbs 5x6 Select	USA	54	ctn	7.00	378.00
Tomatoes 25 lbs 6X6	USA	40	ctn	12.00	480.00
Squash Yellow S/N Medium	USA	10	ctn	19.00	190.00
Squash Zucchini Medium	USA	20	ctn	20.00	400.00
Tomatoes Grape	USA	40	ctn	10.50	420.00
Temp Recorder		1		25.00	25.00
Pallets		8		8.00	64.00
INVOICE TOTAL:		569			6,289.50

3/1/13
CH # 26729
6,225.50

6,225.50

Miscellaneous Terms: 1.5% per month will be charged on past due accounts (18% annual percentage rate).

Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party or the interpretation of this contract, the prevailing party in the action shall be entitled to, in addition to such relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgement granted therein.

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



Castellini Company LLC
Club Chef LLC
Grant County Foods LLC

P.O. Box 721610
Newport, Kentucky 41072-1610
(859) 442-4650 Fax (859) 442-4635

10633294

BILL OF LADING

ORDER DATE	DUE DATE	BILL OF LADING NUMBER	PAGE
2/04/13	2/05/13	033056	

DELIVER TO:

INVOICE TO:

INVOICE NUMBER	CUSTOMER PO NUMBER	CUSTOMER NUMBER	SHIP VIA	SALESMAN	
7225724		074510 001	LOAD ID: 13020321	30	
QUANTITY ORDERED	QUANTITY SHIPPED	ITEM	DESCRIPTION	PRODUCT OF	UNIT PRICE
2	2	20385	Banana, Turbana 40#	COL	5.00
2	2	20386	Banana, Delmonte 40#	QUA	5.00
6	6	20576	Banana, Quads 4/10#	COL	5.00
9	9	20592	Banana, Rosy 40#	QUA	5.00
14	14	20584	Banana, Singles 10#		1.25
<div>4</div> <div>3</div> <div>2/2/13</div> <div>2/2/13</div>					
137	137	TOTAL			257.50

EVEN PALLET EXCHANGE

PALLETS IN _____ PALLETS OUT _____

BINS IN _____ BINS OUT _____

PLEASE CHECK YOUR LOAD BEFORE SIGNING. YOUR SIGNATURE REPRESENTS ACCEPTANCE OF MERCHANDISE AS BILLED AND OUR RESPONSIBILITY CEASES.

CUSTOMER'S SIGNATURE
CUSTOMER

Danny

Invoice

Andrews Farming Co., LLC

226 Autumn Leaf Lane

Galax, Va 24333

Tel (276) 236-7101 Fax (276) 236-1944

Growers and Shippers of
Cabbage-Onions-Pumpkins

Date 2/7/2013

Invoice # 17246

Bill To

CROOK BROTHERS
599 MARKET ROAD
BECKLEY, WV 25801

Ship To

250 GREY FLATS ROAD
BECKLEY, WV 25801

P.O. No.	Pay Terms	Ship Date	Via	Carrier	
	NET 21	2/7/2013	Truck	Andrews Farming Co.	
Quantity	Item	Description		Price Each	Amount
30 ✓	210	CARTON GREEN CABBAGE PRODUCE OF USA		10.50	315.00
120 ✓	200	BAGGED CABBAGE NY PRODUCE OF USA		7.00	840.00
10 ✓	215	CARTON RED CABBAGE PRODUCE OF USA		16.50	165.00
15 ✓	423	#1 A REDPOTATOES		11.50	172.50
120 ✓	200	BAGGED CABBAGE NY PRODUCE OF USA		6.50	780.00
50 ✓	440	RED US#1B POTATOES		12.50	625.00

Shillan
02-08-13
Tamp 420

\$3497.50
CK# 26520
3-01-12

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5 (c) of the Perishable Agricultural Commodities Act, commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Total \$2,897.50

www.andrewsfarming.com

info@andrewsfarming.com



INVOICE

Correspondence To:

Del Monte Fresh Produce N.A., Inc.
P.O. BOX 149222
Coral Gables, FL 33114-9222
(305) 520-8400

Remit Payments To:

Del Monte Fresh Produce N.A., Inc.
PO BOX 741308
ATLANTA GA 30374

**Bill To:**

CROOK BROTHERS WHOLESALE
599 MARKET RD

BECKLEY WV 25801-8533

3

Ship To:

MULTI FRESH INC
250 GREY FLAT RD

BECKLEY WV 258018533

Handwritten:
Pd 11/26/13
CK 3/9/13

Page 1 of 2

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2550130	02/12/2013	02/11/2013	2550130	KEITH			CRM1305

PRODUCT DESCRIPTION

						OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	24C	10	DM	BANANA DM 24-COUNT BOX	P	CR	CBW	HL	CB	400	\$1.25	\$500.00
B		40	DM	BANANAS	P	CR	CBW	HL	CB	16	\$15.00	\$240.00
B		40	DM	BANANAS	P	GU	CBW	HL	CB	2	\$15.00	\$30.00
B		40	DM	BANANAS	P	CR	CBW	HL	CB	12	\$15.00	\$180.00
B		40	RO	BANANAS	P	CR	CBW	HL	CB	48	\$11.00	\$528.00
B		40	RO	BANANAS	P	CR	CBW	HL	CB	24	\$11.00	\$264.00
B	24C	10	DM	BANANA DM 24-COUNT BOX	P	CR	CBW	HL	CB	20	\$4.50	\$90.00
B	IP	40	DM	BANANAS	P	CR	CBW	HL	CB	24	\$16.00	\$384.00
PN		50	DM	PLANTAINS	P	EC	CBW	HL	CB	1	\$24.00	\$24.00
P	007	MD	25	DM FRESH PINEAPPLES	P	CR	CBW	HL	CB	70	\$13.00	\$910.00
P	008	MD	25	DM FRESH PINEAPPLES	P	CR	CBW	HL	CB	30	\$12.00	\$360.00
P	005	MD	25	DM FRESH PINEAPPLES	P L	CR	CBW	HL	CB	2	\$14.00	\$28.00
HP	012		DM	HARPER CANTALOUPE	P	GU	CBW	HL	CB	56	\$11.00	\$616.00
HD	006		RO	HONEYDEW	P	GU	CBW	HL	CB	40	\$10.00	\$400.00
BP	020	GR	11	DM BELL PEPPERS	P DRC	GU	CBW	HL	CB	15	\$16.00	\$240.00
G		FS	NL	GRAPES: FLAMES		CH	CBW	CB	CB	40	\$35.00	\$1,400.00
G		TH	DM	GRAPES	P DZ	CH	CBW	GC	CB	15	\$38.00	\$570.00
AV	048	HS	25	DM HASS 48CT US-CERTIFIED	P CUS	MX	CBW	MX	CB	40	\$25.00	\$1,000.00
AV	060	H2	25	NL AVOCADOS: HASS 60CT #2		MX	CBW	MX	CB	20	\$23.50	\$470.00
XP		65		BLUE CHEP PALLETS		US	CBW	HL	CB	12	\$0.00	\$0.00

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 487860
Bill To Name: CROOK BROTHERS WHOLESALE
P.O. #: KEITH

Invoice #: 2550130
Invoice Date: 02/12/2013
Invoice Amount: \$8,234.00
Remittance Amount:



5400 Laurel Springs Parkway
SUWANEE, GA 30024
Phone: 678-947-3000
Fax: 678-947-3030

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 66452
CHICAGO, IL 60666-0452

INVOICE

Number 0888034A
Date 02/15/13
Ship 02/15/13
Pay Terms NET 30 DAYS

Page
2 of 2

Sold To: MULTIFRESH INC(CROOK
BROTHERS)
250 Grey Flats Road
BECKLEY, WV 25801

Ship To: MULTIFRESH INC(CROOK
BROTHERS)
250 Grey Flats Road
BECKLEY, WV 25801

Sales Terms: DELIVERED SALE	Salesperson: Dave Plinck	Carrier: FLAT CREEK TRAN
Order: 0888034A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
CARROTS STICK 3/8" 4/5#	CASE	USA	5	18.65	93.25
ORANGES NAVEL 72 SIZE CHOICE	CASE	USA	18	10.15	182.70
ORANGES NAVEL 88 SIZE CHOICE	CASE	USA	18	9.15	164.70
ORANGES NAVEL 10/4# CHOICE	CASE	USA	7	11.90	83.30
ORANGES NAVEL 113 SIZE CHOICE	CASE	USA	108	8.40	907.20
ORANGES NAVEL 6/8# CHOICE	CASE	USA	7	16.90	118.30
CAULIFLOWER 12 CT	CASE	USA	27	15.25	411.75
LETTUCE ICEBERG LINER 24CT	CASE	USA	20	11.05	221.00
LETTUCE ROMAINE 24 CT	CASE	USA	20	20.90	418.00
LETTUCE ROMAINE 24 CT	CASE	USA	50	23.25	1162.50
LETTUCE ROMAINE 4/6 CT	CASE	USA	15	24.25	363.75
LETTUCE GREEN LEAF 24CT	CASE	USA	60	10.90	654.00
LETTUCE ICEBERG LINER 24CT *	CASE	USA	240	9.40	2256.00
LETTUCE ICEBERG 24CT TRIMMED	CASE	USA	54	10.40	561.60
LETTUCE ICEBERG WRAPPED 24	CASE	USA	40	10.40	416.00
LETTUCE ROMAINE HEARTS 12/3 CT	CASE	USA	49	24.90	1220.10
LETTUCE ROMAINE HEARTS 48 CT	CASE	USA	5	25.90	129.50
FREIGHT A/R ONLY	FEE		1	6400.00	6400.00

INVOICE TOTAL	1525	23698.70
		.00
		23698.70

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 499e(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. This invoice may not reflect any rebates or discounts of any kind granted to customer. A service charge of 1-1/2% per month (18% per year) will be assessed on all past due accounts. Any legal action to enforce our rights hereunder shall include the service charge stated above, collection costs and expenses and attorney's fees.



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

Solicitation

NUMBER

DPS1332

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

*709060429

304-252-7711

CROOK BROS

599 MARKET ST

BECKLEY WV 25801

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV

25309

304-746-2141

DATE PRINTED

03/08/2013

BID OPENING DATE:

03/14/2013

BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
TO PROVIDE THE HIPAA BUSINESS ASSOCIATE ADDENDUM.						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001.	1	LS		390-28	103,729.00	103,729.00
FRESH FRUITS AND VEGETABLES						
<p>HIPAA BUSINESS ASSOCIATE ADDENDUM: THE WEST VIRGINIA STATE GOVERNMENT HIPAA BUSINESS ASSOCIATE ADDENDUM (BAA), APPROVED BY THE ATTORNEY GENERAL, IS AVAILABLE ONLINE AT:</p> <p>HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/HIPAA.HTML</p> <p>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 AND BREACH NOTIFICATION FINAL OMNIBUS RULE WAS PUBLISHED ON JANUARY 25, 2013. IT MAY BE VIEWED ONLINE AT:</p> <p>HTTP://WWW.GPO.GOV/FDSYS/PKG/FR-2013-01-25/PDF/2013-01073.PDF</p>						

03/13/13 09:53:46 AM

West Virginia Purchasing Division

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

SOLICITATION

NUMBER

DPS1332

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

*709060429

304-252-7711

CROOK BROS

599 MARKET ST

BECKLEY WV 25801

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV

25309

304-746-2141

DATE PRINTED

03/08/2013

BID OPENING DATE:

03/14/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p>						
***** THIS IS THE END OF RFQ DPS1332 ***** TOTAL:						103,729.00

SIGNATURE

TELEPHONE

(304) 252-7711

DATE

3/13/13

TITLE

FEIN

550693814

ADDRESS CHANGES TO BE NOTED ABOVE

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

000003

SOLICITATION NUMBER: DPS1332**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as DPS1332 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] 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
- ☒ [X] Other

Description of Modification to Solicitation: To provide the HIPAA Business Associate Addendum. The bid opening has moved from 03/12/2013 to 03/14/2013.

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.

000004

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1332

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.

CROOK BROTHERS
Company

[Signature]
Authorized Signature

3/13/13
Date

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