

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

REGION(S) I, II, III, IV (Indicate the Regions being bid, See Part VII of the specification.)

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	20 %
2. Vegetables	20 %
3. Miscellaneous Processed Items.....	30 %

RECEIVED
2012 JUL -9 PM 1:21
WV PURCHASING
DIVISION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR13034

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.



 Company


 Authorized Signature
 7/7/12

 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

SOLICITATION NUMBER: HHR13034
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as WSH13025 ("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
- [] Other

Description of Modification to Solicitation: See 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

1. To move the bid opening date from July 5, 2012 to July 9, 2012 at 1:30 PM.
2. This addendum acknowledgement is attached. This document should be signed and returned with your bid. Failure to sign and return may result in disqualification.



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

WV PURCHASING ACT SECT 504-558-4115
 Solicitation

Jul 5 2012 11:08am P001/004

NUMBER	PAGE
HHR13034	1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED
07/05/2012

BID OPENING DATE: 07/09/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
PLEASE SEE ATTACHED DOCUMENTATION REGARDING BID OPENING DATE.						
END OF ADDENDUM NO. 1						
0001	1	YR		390-28		\$ 111,668.00
BLANKET CONTRACT FOR FRESH FRUITS AND VEGETABLES						
***** THIS IS THE END OF RFQ HHR13034 ***** TOTAL:						111,668.00

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3)	Mark Up (<u> </u> %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
Fruits			REGION(S) <u>I, II, III, IV</u> (Indicate the Regions being bid, See Part VII of the specification.)					
1	APPLES, red, delicious, min US Fancy Gr, 100 count.	40	<u>40[#]</u>	<u>21.00</u>	<u>20</u> %	<u>25.20</u>	400 CASE/ 16,000 lb	<u>10,080.00</u>
2	Asparagus, Green	11	<u>11[#]</u>	<u>26.00</u>	<u>20</u> %	<u>31.20</u>	200 CASE/ 2,200 lb	<u>6,240.00</u>
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5. *	40	<u>40[#]</u>	<u>12.00</u>	<u>20</u> %	<u>14.40</u>	800 CASE/ 32,000 lb	<u>11,520.00</u>
4*	Grapes, red, seedless, US No. 1 Table Gr, *	18	<u>18^{lb}</u>	<u>24.00</u>	<u>20</u> %	<u>28.80</u>	900 CASE/ 16,200 lb	<u>25,920.00</u>
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	<u>15^{ct.}</u>	<u>13.00</u>	<u>20</u> %	<u>15.60</u>	400 CASE/ 15,200 lb	<u>6,240.00</u>
6	Melon, Honeydew, US No. 1	25	<u>6^{ct.}</u>	<u>12.00</u>	<u>20</u> %	<u>14.40</u>	150 CASE/ 3,750 lb	<u>2,160.00</u>
7	Oranges, US No. 1, Valencia and Navel	40	<u>10/4^{lb}</u>	<u>11.00</u>	<u>20</u> %	<u>13.20</u>	400 CASE/ 16,000 lb	<u>5,280.00</u>
8	Strawberries, US No 1, 6 pints per flat	9	<u>6^{pint}</u>	<u>5.75</u>	<u>20</u> %	<u>6.90</u>	100 FLATS	<u>690.00</u>
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	<u>4^{ct.}</u>	<u>10.68</u>	<u>20</u> %	<u>12.82</u>	250 CASE/ 12,500 Lb	<u>3,205.00</u>
Vegetables								
10	Broccoli, US No. 1	20	<u>14^{ct.}</u>	<u>10.00</u>	<u>20</u> %	<u>12.00</u>	100 CASE/ 2,000 lb	<u>1,200.00</u>
11	Cabbage, Green, U.S. No 1, *	50	<u>50^{lb}</u>	<u>5.25</u>	<u>20</u> %	<u>6.30</u>	200 CASE/ 10,000 lb	<u>1,260.00</u>
12	Carrot, topped, US No. 1,	50	<u>50^{lb}</u>	<u>15.50</u>	<u>20</u> %	<u>18.60</u>	250 CASE/ 12,500 lb	<u>4,650.00</u>
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	<u>30^{ct.}</u>	<u>13.00</u>	<u>20</u> %	<u>15.60</u>	200 CASE/ 10,000 lb	<u>3,120.00</u>
14	Cucumbers, 85% U.S. No. 1	50	<u>25^{lb}</u>	<u>6.00</u>	<u>20</u> %	<u>7.20</u>	300 CASE/ 15,000 lb	<u>2,160.00</u>

Vendor's Costs for the week of June 17, 2012 through June 23, 2012 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	24 cr.	* 8.25	20 %	9.90	300 CASE/ 9,000 lb	2970.00
16	ROMAINE, FRESH, issued by lb	36	24 cr.	13.50	20 %	16.20	100 CASE/ 3,600 lb	11620.00
17	Onions, Yellow	50	50 #	11.50	20 %	13.80	150 CASE/ 7,500 lb	2,070.00
18	Potatoes, Baking, Idaho, U.S. No.1,	50	50 #	14.40	20 %	17.28	400 BAG/ 20,000 lb	6912.00
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea, *	50	50 #	* 12.15	20 %	14.58	200 BAG/ 10,000 lb	2916.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. *	25	25 #	* 10.90	20 %	13.08	400 CASE/ 1,000 lb	5,232.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25	25 #	8.50	20 %	10.20	160 BAG/ 4,000 lb	1,632.00
Miscellaneous Processed Items								
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb *	5	5 #	* 7.45	30 %	9.69	200 CASE/ 1,000 lb	1,938.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20	20 #	11.25	30 %	14.63	100 CASE/ 2,000 lb	1,463.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20	20 #	9.15	30 %	11.90	100 CASE/ 2,000 lb	1,190.00
Vendor's Costs for the week of June 17, 2012 through June 23, 2012 shall be used for all items. (Bid Document Instructions: A & B.)							Total Cost	111,668.00

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

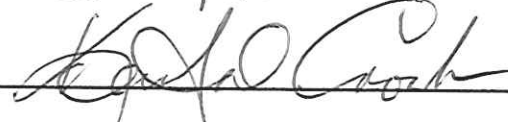
Restocking Fee for Item order in error by state agency: 0 Restocking Fee.
 Charge for Second Weekly Delivery..... REGION I -0- REGION III -0-
 REGION II -0- REGION IV -0-

CONTRACT AWARD: This will be a multiple award contract. The Vendor with the lowest grand total will be awarded the contract "A" and the next lowest vendor "B", and so on. All vendors meeting the bid specifications will be awarded a contract.

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 June 17, 2012 through June 23, 2012 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.	Del Monte / Crook / 6.19.12	12.00
4*	Grapes, red, seedless, US No. 1 Table Gr.	Del Monte / Crook 6.19.12	24.00
11*	Cabbage, U.S. No. 1, 200 cs./1000 lbs.	ANDREW FARMS / CROOK / 6.27.12	5.25
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	Produce Alliance / Crook / 6.18.12	8.25
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	Produce Alliance / CROOK / 6.17.12	12.15
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	Produce Alliance / CROOK 6.17.12	10.90
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Club Chef / CROOK / 6.20.12	7.45

Vendor's Costs for the week of June 17, 2012 through June 23, 2012 shall be used.

CONTRACTOR'S NAME & REMIT TO ADDRESS:		CONTRACTOR'S CONTACT:	
CROOK BROTHERS		Telephone: (304) 252-7711	
599 MARKET ROAD		FAX: (304) 252-3020	
BECKLEY, WV 25801		Email: Kenneth@crookbeas.com	
 SIGNATURE:		7/8/12 DATE:	

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



PO 31482

INVOICE

Number 0719307A
 Date 06/17/12
 Ship 06/13/12
 Pay Terms NET 30 DAYS

100 Lexington Drive STE 201
 BUFFALO GROVE, IL 60089
 Phone: 847-808-3030
 Fax: 847-808-3246

REMIT ADDRESS:
 PRODUCE ALLIANCE
 P.O. BOX 88480
 CHICAGO, IL
 60680-1480

Page
 1 of 1

Sold To: MULTIFRESH INC(CROOK
 BROTHERS)
 599 MARKET RD
 BECKLEY, WV 25801-8533

Ship To: MULTIFRESH INC(CROOK
 BROTHERS)
 599 MARKET RD
 BECKLEY, WV 25801-8533

Sales Terms: DELIVERED SALE	Salesperson: jeffrey Weisman	Carrier: L&M TRANSPORTAT
Order: 0719307A	Sale Type: DELIVERED SALE	Trailer Licence: St: NC
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
POTATO IDAHO 120 CT	CASE	USA	24	14.40	345.60
POTATO IDAHO 100 CT	CASE	USA	24	14.40	345.60
POTATO IDAHO 90 CT	CASE	USA	16	14.40	230.40
POTATO IDAHO 70 CT	CASE	USA	84	15.15	1272.60
POTATO IDAHO 40 CT	CASE	USA	24	15.15	363.60
POTATO IDAHO 5/10# PURPLE MESH	CASE	USA	168	12.15	2041.20
POTATO IDAHO 10/5# PURPLE MESH	CASE	USA	42	12.15	510.30
POTATO ID 100/10# PURPLE MESH	BIN	USA	6	160.00	960.00

INVOICE TOTAL	388	6069.30
		.00
		6069.30

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. 499c(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 31496

(M)

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 6/22/2012
Invoice # 15747

Bill To

CROOK BROTHERS
599 MARKET ROAD
BECKLEY, WV 25801

Ship To

250 GREY FLATS ROAD
BECKLEY, WV 25801

38^d

P.O. No.	Pay Terms	Ship Date	Via	Carrier	
	NET 21	6/22/2012	Truck	Andrews Farming Co.	
Quantity	Item	Description	Price Each	Amount	
140	200	BAGGED CABBAGE PRODUCE OF USA	6.00	840.00	
70	200	BAGGED CABBAGE PRODUCE OF USA	5.25	367.50	
30	210	CARTON GREEN CABBAGE PRODUCE OF USA	7.50	225.00	
5	215	CARTON RED CABBAGE PRODUCE OF USA	13.50	67.50	
80	403	25 LBS JUMBO RED ONIONS PRODUCE OF USA	17.00	1,360.00	
180	404	JUMBO YELLOW ONIONS PRODUCE OF USA	11.75	2,115.00	
15	407	25 LBS JUMBO YELLOW ONIONS PRODUCE OF USA	7.50	112.50	

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 \$5,087.50

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 WHOLESAL
 599 MARKET RD

 BECKLEY WV 25801-8533

1

Ship To:
 MULTI FRESH INC
 599 MARKET ROAD

 BECKLEY WV 258018533

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Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2374916	06/19/2012	06/18/2012	2374916	Keith			STD CBW

PRODUCT DESCRIPTION							OR	WHS	UP	SP	QTY	PRICE	TOTAL	
T	CHC	HH	08	DM	HH 10OZ CHERRY CLAM	P	CR	CBW	CB	CB	30	\$16.50	\$495.00	
B			40	DM	BANANAS	P	GU	CBW	HL	CB	18	\$16.00	\$288.00	
B			40	RO	BANANAS	P	CR	CBW	HL	CB	48	\$12.00	\$576.00	
B			40	RO	BANANAS	P	CR	CBW	HL	CB	24	\$12.00	\$288.00	
B		IP	40	DM	BANANAS	P	CR	CBW	HL	CB	20	\$16.00	\$320.00	
B	24C	CR	10	DM	BANANA DM 24-COUNT BOX	P	CR	CBW	HL	CB	20	\$4.50	\$90.00	
B	24C	CR	10	DM	BANANA DM 24-COUNT BOX	P	CR	CBW	HL	CB	20	\$4.50	\$90.00	
PN			50	DM	PLANTAINS	P	EC	CBW	HL	CB	2	\$24.00	\$48.00	
P	005	MD	25	DM	FRESH PINEAPPLES	P	CR	CBW	PM	CB	5	\$14.00	\$70.00	
P	007	MD	25	DM	FRESH PINEAPPLES	P	CR	CBW	GA	CB	60	\$11.00	\$660.00	
CA	015		40	RO	CANTALOUPE: 15CT		AZ	CBW	PH	CB	16	\$16.00	\$256.00	
HD	006		28	DM	HONEYDEW	P	AZ	CBW	PH	CB	60	\$12.50	\$750.00	
G		FS		NL	GRAPES: FLAMES		MX	CBW	CB	CB	40	\$24.00	\$960.00	
AV	048	HS	25	DM	HASS 48CT US-CERTIFIED	P	CUS	MX	CBW	MX	CB	8	\$36.00	\$288.00
CA	012		40	RO	CANTALOUPE	P	AZ	CBW	PH	CB	112	\$16.00	\$1,792.00	
P	006	MD	25	DM	FRESH PINEAPPLES	P	CR	CBW	GA	CB	25	\$14.00	\$350.00	
T		GP	20	NL	TOMATOES: GRAPE 20#		US	CBW	CB	CB	5	\$27.50	\$137.50	
T	DXT	GP	09	NL	TOMATOES: GRAPE 12/10OZ CLAM		CS	US	CBW	CB	CB	30	\$14.00	\$420.00
BP	028	GR	11	DM	BELL PEPPERS	P	DRC	CR	CBW	PM	CB	15	\$13.00	\$195.00
BP	020	GY	11	DM	BELL PEPPERS	P	DRC	CR	CBW	PM	CB	5	\$13.00	\$65.00
T		CF	25	NL	TOMATOES: CAFE 25#		US	CBW	CB	CB	41	\$5.00	\$205.00	
T	066	GG	25	NL	TOMATOES: GAS GREEN 6X6		US	CBW	CB	CB	40	\$14.50	\$580.00	
T	066	GG	25	NL	TOMATOES: GAS GREEN 6X6		US	CBW	CB	CB	10	\$15.50	\$155.00	
T	DXT	GP	09	NL	TOMATOES: GRAPE 12/10OZ CLAM		CS	US	CBW	CB	CB	10	\$15.00	\$150.00
XP			65		BLUE CHEP PALLETS		US	CBW	HL	CB	7	\$0.00	\$0.00	

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

Bill To: 487860
Bill To Name: CROOK BROTHERS WHOLESAL
P.O. #: Keith

Invoice #: 2374916
Invoice Date: 06/19/2012
Invoice Amount: \$9,228.50
Remittance Amount:



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

REMIT ADDRESS:
 PRODUCE ALLIANCE
 P.O. BOX 88480
 CHICAGO, IL
 60680-1480

INVOICE

Number 0880870A
 Date 06/15/12
 Ship 06/15/12
 Pay Terms NET 30 DAYS

Page
 2 of 2

Sold To: MULTIFRESH INC(CROOK
 BROTHERS)
 599 MARKET RD
 BECKLEY, WV 25801-8533

Ship To: MULTIFRESH INC(CROOK
 BROTHERS)
 599 MARKET RD
 BECKLEY, WV 25801-8533

Sales Terms: DELIVERED SALE	Salesperson: Dave Plinck	Carrier: FLAT CREEK TRAN
Order: 0880870A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
ANISE/FENNELL 24	CASE	USA	2	17.25	34.50
LEEK 12	CASE	USA	3	16.75	50.25
LETTUCE GREEN LEAF 24CT	CASE	USA	42	6.25	262.50
LETTUCE ICEBERG LINER 24CT	CASE	USA	200	8.25	1650.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	80	11.05	884.00
LETTUCE ICEBERG WRAPPED 24	CASE	USA	40	9.25	370.00
LETTUCE ROMAINE 24 CT	CASE	USA	70	6.75	472.50
LETTUCE ROMAINE HEARTS 12/3 CT	CASE	USA	40	11.25	450.00
FREIGHT A/R ONLY	FEE		1	7000.00	7000.00

INVOICE TOTAL	1406	20234.00
		.00
		20234.00

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. 499c(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.



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

BILL OF LADING

ORDER DATE	DUE DATE	BILL OF LADING NUMBER	PAGE
6/19/12	6/20/12	2424870	1

Page 1 OF

DELIVER TO:

Crook Brothers
 250 Grey Flats Rd.
 Beckley, WV 25801

INVOICE TO:

Crook Brothers
 599 Market Rd.
 Beckley, WV 25801

PO 31524

*Seal + lock
 #0 753552*

INVOICE NUMBER	CUSTOMER PO NUMBER	CUSTOMER NUMBER	SHIP VIA	SALESMAN
5423862	061912	074510 001	LOAD ID: 12062020	BP

QUANTITY ORDERED	QUANTITY SHIPPED	ITEM	DESCRIPTION	PRODUCT OF	UNIT PRICE
4	✓ 4	22005	COLLARD GRNS RCUT 4X2.5		11.95
4	✓ 4	11300	1/8 DCD GCAB W/C 4X5		12.00
8	✓ 8	12500	1/4 SHRED CAB SEP/CLR 4X5		12.30
3	✓ 3	19304	CEL STIX 4X5		3.00
8	✓ 8	29701	SAL BL SEP 2" 4X5		15.60
1	✓ 1	13202	3/32 SHR RCAB 4X5		15.60
1	✓ 1	34701	1/8 SLI YON 4X5		17.00
5	✓ 5	35000	1/4 DCD YON 4X2.5		7.90
1	✓ 1	38000	1/4 DCD GPEP 4X2.5		18.90
5	✓ 5	45800	DCD TOM 1X5		7.95
3	✓ 3	45601	3/16" SLI TOM 4X1.5		10.95
28	✓ 28	28500	TOSS SAL MIX 4X5		11.00
			2 WOOD PALLETS		
71	71		TOTAL		799.60

EVEN PALLET EXCHANGE

PALLETS IN _____ PALLETS OUT 2

BINS IN _____ BINS OUT _____

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

CUBE: 60.28

CUSTOMER'S SIGNATURE

6/19/12 22:40:14

Danny

WGT: 1,353

CUSTOMER

RFQ No. HR13034

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: CROOK BROTHERS

Authorized Signature: [Signature] Date: 7/3/12

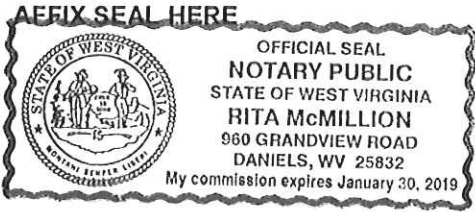
State of WEST VIRGINIA

County of RAIEGH, to-wit:

Taken, subscribed, and sworn to before me this 3RD day of July, 2012.

My Commission expires JAN 30, 2012.

NOTARY PUBLIC [Signature]



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.

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 (KENNETH CROOK) Signed: [Signature]
 Date: 7/3/12 Title: PRESIDENT

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

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.

CROOK BROTHERS
(Company)

Kent D. Crook, Pres.
(Representative Name, Title)

(304) 252-7711
(Contact Phone/Fax Number)

7/8/12
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: HHR13034

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 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.

Cook Bros.
Company

Kent Cook
Authorized Signature

7/8/12
Date

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