



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

# Solicitation

NUMBER
PTY156213

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	PRUNTYTOWN FACILITY	
	DIVISION OF CORRECTIONS	
	ROUTE 4, BOX 49 A	
	GRAFTON, WV	
	26354-9306	304-265-6111

DATE PRINTED
10/09/2012

BID OPENING DATE: 11/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28		37,247. <sup>14</sup>
	FRESH FRUITS AND VEGETABLES					
	OPEN-END CONTRACT					
	THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE FRESH FRUITS AND VEGETABLES TO THE PRUNTYTOWN CORRECTIONAL CENTER LOCATED IN GRAFTON, WV, PER THE ATTACHED SPECIFICATIONS.					
	ATTACHMENTS INCLUDE:					
	1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.					
	2. GENERAL TERMS AND CONDITIONS.					
	3. PTY156213 SPECIFICATIONS.					
	4. CERTIFICATION AND SIGNATURE PAGE.					
	5. PURCHASING AFFIDAVIT.					
	6. RESIDENT VENDOR PREFERENCE (RVP) FORM.					
	***** THIS IS THE END OF RFQ PTY156213 ***** TOTAL:					37,247. <sup>14</sup>

RECEIVED  
 2012 NOV -1 PM 1:19  
 WV 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'

## PTY 156213 Fresh Fruits and Vegetables

## BID SHEET #1

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

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	21 %
2. Vegetables .....	21 %
3. Medium Loose Eggs .....	21 %

(Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B))

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3)	Mark Up (21 %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
<b>Fruits</b>								
1	Apples, red, delicious, min US Fancy Gr, 100 count.	40		15.00	21 %	18.15	20 CASE/ 800 lb	363.00
2	Apples. Golden, min US Fancy Gr, 100 count	40		15.00	21 %	18.15	20 CASE/ 800 lb	363.00
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40		6.00	21 %	7.26	208 CASE/ 8,320 lb	1,510.08
4	Cantaloupe, 12 count	20		9.00	21 %	10.89	144 CASE/ 2,880 lb	1,568.16
5*	Grapes, red, seedless, US No. 1 Table Gr,	18		21.00	21 %	25.41	72 CASE/ 1,296 lb	1,829.52
6	Honey Dew 6 count	10		11.00	21 %	13.31	10 CASE/ 100 lb	133.10
7	Oranges, US No. 1, Valencia and Navel 113 count	40		14.50	21 %	17.54	208 CASE/ 8,320 lb	3,648.32
8	Tangerines , 120 count	40		14.00	21 %	16.94	72 CASE/ 2,880 lb	1,219.68
9	Peaches, Yellow	25		17.25	21 %	20.87	120 CASE/ 3,000 lb	2,504.40
10	Pineapple, 7 or 8 count	15		10.00	21 %	12.10	72 CASE/ 1,080 lb	871.20
11	Strawberries, US No 1, 8 1 lb	8		8.25	21 %	9.98	72 CASE/ 576 lb	718.56
12	Watermelon 4 pk	40		19.00	21 %	22.99	12 CASE/480 lb	275.88
<b>Vegetables</b>								
13	Broccoli, US No. 1, California 14's	20		5.75	21 %	6.95	104 CASE/ 2,080 lb	722.80
14*	Cabbage, Green, U.S. No 1 "Sax" New Green 50#	50		7.00	21 %	8.47	72 CASE/ 3,600 lb	609.84
15	Carrot, US No. 1, Institutional 50#	50		9.75	21 %	11.79	104 CASE/ 5,200 lb	1,226.16

0026

(Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B))

16	Cauliflower, California 12's	20		7.25	21 %	8.77	104 CASE/ 2,080 lb	912.08
17	Celery, California 30's, US No. 1, Gr,	50		12.00	21 %	14.52	24 CASE/ 1,200 lb	348.48
18	Cucumbers, 1 1/9 bushel U.S. No. 1	40		5.35	21 %	6.47	208 CASE/ 8,320 lb	1,345.76
19*	Lettuce, Fresh, Iceberg US No. 1 Gr. 2 dz size	30	*	7.35	21 %	8.89	300 CASE/ 9,000 lb	2,667.00
20	Onions, Yellow Jumbo US no 1	50		9.65	21 %	11.67	120 CASE/ 6,000 lb	1,400.40
21	Peppers Green, Large Choice	24		7.35	21 %	8.89	208 CASE/ 4,992 lb	1,849.12
22	Potatoes, Baking, Idaho, U.S. No.1,	50		10.30	21 %	12.46	12 BAG/ 600 lb	1,495.2
23*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	*	5.00	21 %	6.05	120 BAG/ 6,000 lb	726.00
24*	Tomatoes, slicing. U.S. No. 1, light red to red, 2-1/2 in. min dia.	25	*	6.00	21 %	7.26	240 CASE/ 6,000 lb	1,715.40
	Other Misc. Items							
25	Medium Loose Eggs 30 dz	30		19.40	21 %	23.47	364 CASE/ 10,920 lb	8,643.00

Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B.) **Grand Total** \$ 37,247.14

\* 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: NONE Restocking Fee.  
 Charge for Second Weekly Delivery NONE.

**CONTRACT AWARD:** This will be a single award contract. The Vendor with the lowest grand total will be awarded the 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 cost per unit. For purpose of evaluation, **Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used.** (See Bid Document Instructions: A & B)

0027



PO 32355



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 10/5/2012  
Invoice # 16449



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	10/5/2012	Truck	Andrews Farming Co.	
Quantity	Item	Description	Price Each	Amount	
160 ✓	200	BAGGED CABBAGE PRODUCE OF USA	7.50	1,200.00	
35 ✓	210	CARTON GREEN CABBAGE PRODUCE OF USA	9.50	332.50	
10 ✓	215	CARTON RED CABBAGE PRODUCE OF USA	15.50	155.00	
* 80 ✓	200	BAGGED CABBAGE PRODUCE OF USA	7.00	560.00	

*cy farms*

*Joe Villaneal  
10-05-12  
Temp 420*

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 \$2,247.50

www.andrewsfarming.com

info@andrewsfarming.com



**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

Kenny or Ryan  
 1-804-252-7711

PO 32387

# BILL OF LADING

ORDER DATE	DUE DATE	BILL OF LADING NUMBER	PAGE
10/12/12	10/13/12	0056788	1

Page 1 OF

**DELIVER TO:**

Crack Brothers  
 250 Grey Flats Rd.  
 Beckley, WV 25801

**INVOICE TO:**

Crack Brothers  
 599 Market Rd.  
 Beckley, WV 25801

Scot  
 0766195

INVOICE NUMBER	CUSTOMER PO NUMBER	CUSTOMER NUMBER	SHIP VIA	SALESMAN
220240		074510 001	LOAD ID: 12101317	30

QUANTITY ORDERED	QUANTITY SHIPPED	ITEM	DESCRIPTION	PRODUCT OF	UNIT PRICE
65	65	120248	Banana, Singles 150ct CB	CR	17.75
30	30	120360	Banana, Turbana 40#	Col	14.50
15	15	120378	Banana, Dole Cont. 40#	CR	17.00
26	26	120527	Banana, Darien 40# *	Col	6.00
34	34	120550	Banana, More Matters 40#	Col	8.00
8	8	120576	Banana, Quads 4/10#	Col	18.00
48	48	120592	Banana, Rosy 40#	Gua	8.00
24	24	700021	Tomato, 4x4 20# V.R.	Product of USA	12.00
80	80	704288	Tomato, 6x6 25# 704288	Product of USA	13.00
160	160	704304	Tomato, 5x6 25#	Product of USA	13.00
80	80	704353	* Tomato, <u>5x6</u> 25#	Product of USA	6.00
20	20	710046	Tomato, Cherry 12pt Bulk	Product of USA	15.00
60	60	710053	Tomato, Grape 12pt	Product of USA	10.00
8	8	710083	Tomato, Grape 20lb 710083	Product of USA	24.00
24	24	730015	Tomato, 20# 4x5 Mexico		11.75
25	25	730025	Tomato, 25# Roma Mex. 730025		23.00
16	16	704197	Tomato, 5x5 20# V.R. 704197	Product of USA	11.75
723	723		TOTAL		8824.75

**EVEN PALLET EXCHANGE**

ALLETS IN \_\_\_\_\_ PALLETS OUT \_\_\_\_\_

INS IN \_\_\_\_\_ BINS OUT \_\_\_\_\_

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

CUSTOMER'S SIGNATURE

10/12/12 20:08:07  
 Vanny

# Invoice

## WOOD'S PRODUCE COMPANY

131 CHERRY CREEK ROAD  
MEADOWS OF DAN, VA 24120-3866  
(276) 952-2978-FAX (276) 952-2974



DATE	INVOICE #
------	-----------

10/11/12      178861

**BILL TO:**

**SHIP TO:**

### CROOK BROTHERS

MULTI FRESH INC  
250 GREY FLATS ROAD  
BECKLEY, WV 25801

304-252-7711  
CELL 304-575-8899

(304) 252-7711

P.O. NUMBER	TERMS	REP	SHIP	WOOD'S PRODUCE		Maintain 40-55 degrees unless noted _____
	Net 15					
QUANTITY	ITEM CODE	DESCRIPTION		PRICE EACH	AMOUNT	
✓ 1.000	469	ANAHEIM PEPPER		28.00	28.00	
✓ 120	361#2	* # 2 YUKON GOLD POTATOES USA		5.00	600.00	
✓ 1.000	MOL3	PINT MOLASSES SPRING VALLEY 12/1 USA AMISH MADE		38.00	38.00	
✓ 1.000	MOL4	QT MOLASSES SPRING VALLEY 12/1 USA AMISH MADE		60.00	60.00	
✓ 30	BOX29	NEW POTATO CARTONS 2PC.		2.00	60.00	
✓ 14.000	608	3/1 LB HERITAGE SPRING MIX RIVER RANCH USA		9.90	138.60	
✓ 2.000	608-ORG	2/1.5 LB SPRING MIX ORGANIC USA		6.00	12.00	
Invoice subtotal					4899.35	
Invoice total					4899.35	

4,925.35

*Army*

A Finance Charge of 1½% will be charged on balance over 30 days. Interest and attorney fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.

"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."





Copy

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 0884157A  
 Date 10/08/12  
 Ship 10/08/12  
 Pay Terms NET 30 DAYS

Page  
 1 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: 0884157A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
CARROTS BABY PEELED 30/1#	CASE	USA	20	17.90	358.00
CARROTS BABY PEELED 4/5#	CASE	USA	30	12.90	387.00
CARROTS JUMBO 50#	SACK	USA	40	12.30	492.00
CARROTS MATCHSTICK 4/5#	CASE	USA	15	10.40	156.00
CARROTS SNACK PACK 100/2 OZ	CASE	USA	20	10.90	218.00
CARROTS STICK 3/8" 4/5#	CASE	USA	20	18.65	373.00
LEMON CHOICE 95 CT	CASE	USA	4	17.65	70.60
LEMON CHOICE 115 CT	CASE	USA	54	17.65	953.10
LEMON CHOICE 140 CT	CASE	USA	5	17.65	88.25
LEMON CHOICE 165 CT	CASE	USA	30	16.65	499.50
LEMON CHOICE 200 CT	CASE	USA	54	15.65	845.10
LEMON CHOICE CONSUMER PACK 115	CASE	USA	15	7.40	111.00
BRUSSEL SPROUTS 25#	CASE	USA	2	35.85	71.70
LETTUCE GREEN LEAF 24CT	CASE	USA	70	6.35	444.50
LETTUCE ICEBERG LINER 24CT *	CASE	USA	320	7.35	2352.00
LETTUCE ICEBERG 24CT TRIMMED	CASE	USA	27	7.35	198.45
LETTUCE ICEBERG WRAPPED 24	CASE	USA	40	8.35	334.00
LETTUCE ROMAINE 24 CT	CASE	USA	70	6.35	444.50
ARCADIAN BLEND LETTUCE 3#	CASE	USA	10	5.90	59.00
BROCCOLI 14 CT	CASE	USA	42	7.25	304.50
BROCCOLI 18 CT	CASE	USA	8	7.75	62.00
BROCCOLI CROWNS 20#	CASE	USA	48	8.25	396.00
BROCCOLI FLORETTES 4/3#	CASE	USA	40	12.75	510.00
CAULIFLOWER FLORET 2/3#	CASE	USA	20	9.75	195.00
CAULIFLOWER 12 CT	CASE	USA	40	9.25	370.00
ANISE/FENNELL 24	CASE	USA	2	21.25	42.50

INVOICE TOTAL

CONT

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Copy



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 0884157A  
Date 10/08/12  
Ship 10/08/12  
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: 0884157A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
LETTUCE GREEN LEAF 4/6 CT	CASE	USA	10	8.25	82.50
LETTUCE GREEN LEAF FILET 2/5#	CASE	USA	15	12.25	183.75
LETTUCE ROMAINE HEARTS 12/3 CT	CASE	USA	40	10.25	410.00
LETTUCE ROMAINE HEARTS 48 CT	CASE	USA	5	11.25	56.25
ONION GREEN 4/12CT	CASE	MEXICO	15	10.40	156.00
LETTUCE ROMAINE CHOPPED 6/2#	CASE	USA	90	11.15	1003.50
SPINACH CELLO 12/10	CASE	USA	20	10.15	203.00
SPINACH CELLO 4/2.5#	CASE	USA	40	10.15	406.00
SPINACH BABY LEAF 4#	CASE	USA	50	7.90	395.00
SPRING MIX 3#	CASE	USA	266	5.15	1369.90
FREIGHT A/R ONLY	FEE		1	7200.00	7200.00

INVOICE TOTAL	1598	21801.60
		.00
		21801.60

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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 0884390A  
 Date 10/10/12  
 Ship 10/10/12  
 Pay Terms NET 30 DAYS

Page  
 1 of 2

*Trouble #  
 Lemons*

**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: 0884390A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
STRAWBERRY 8/1#	CASE	USA	216	10.15	2192.40
TECTROL	FEE		2	30.00	60.00
RECORDER	FEE		1	25.00	25.00
SPINACH CELLO 12/10	CASE	USA	10	11.15	111.50
SPINACH CELLO 4/2.5#	CASE	USA	20	10.25	205.00
SPINACH BABY LEAF 4#	CASE	USA	40	7.50	300.00
SPRING MIX 3#	CASE	USA	160	5.15	824.00
GRAPES GREEN SEEDLESS 18	CASE	USA	45	27.00	1215.00
GRAPES BLACK SEEDLESS 19	CASE	USA	30	19.00	570.00
GRAPES RED CRIMSON 18/22#	* CASE	USA	135	21.00	2835.00
PEACHES YELLOW FREESTONE 60-64	CASE	USA	32	22.15	708.80
PEARS ASIAN 16 CT US 1	CASE	USA	20	14.15	283.00
PEARS BARTLETT 100 SIZE 40/44	CASE	USA	54	24.80	1339.20
PEARS BARTLETT 120 SIZE 40/44	CASE	USA	18	23.80	428.40
PEARS BARTLETT 135 SIZE 40/44	CASE	USA	9	20.80	187.20
LETTUCE ROMAINE CHOPPED 6/2#	CASE	USA	45	10.85	488.25
LETTUCE SHRED 1/8" CTN 4/5#	CASE	USA	90	9.00	810.00
SALAD MIX 50-50 4/5#	CASE	USA	90	9.15	823.50
SALAD ROMAINE BLEND SEP COLOR	CASE 4/5#	USA	45	10.95	492.75
BROCCOLI 14 CT	CASE	USA	20	7.25	145.00
BROCCOLI CROWNS 20#	CASE	USA	20	8.25	165.00
LETTUCE GREEN LEAF FILET 2/5#	CASE	USA	15	12.25	183.75
LETTUCE ROMAINE 4/6 CT	CASE	USA	15	8.25	123.75
LEMON FANCY 140 CT	CASE	USA	25	6.40	160.00

INVOICE TOTAL

CONT

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CHEESE	375871	11A6700	106844760	CHE CH-AM	CHEESE AM	NO	YES
CHEESE	388366	960196	106844760	CHE CH-BL	CHEESE BL	NO	YES
CHEESE	420479	210648	106844760	CHE CH-CJ	CHEESE CO	NO	YES
CHEESE	420480	211959	106844760	CHE CH-CU	CHEESE CU	NO	YES
CHEESE	557123	80010	106844760	CHE CHEES	CHEESE CO	NO	YES
CHEESE	388347	1096500	106844760	CHE CH-FSI	CHEESE FE	NO	YES
CHEESE	375886	1098500	106844760	CHE CH-FSI	CHEESE FE	NO	YES
CHEESE	388352	10350	106844760	CHE CH-FSI	CHEESE FE	NO	YES
CHEESE	542636	211920	106844760	CHE CH-FSI	CHEESE FE	NO	YES
CHEESE	388355	1002200	106844760	CHE CH-MJ	CHEESE MC	NO	YES
CHEESE	388354	1001100	106844760	CHE CH-ML	CHEESE MI	NO	YES
CHEESE	375885	960158	106844760	CHE CH-ML	CHEESE MI	NO	YES
CHEESE	375887	1004100	106844760	CHE CH-ML	CHEESE MI	NO	YES
CHEESE	388351	6680	106844760	CHE CH-MC	CHEESE MC	NO	YES
CHEESE	542637	960192	106844760	CHE CH-MC	CHEESE MC	NO	YES
CHEESE	375884	6660	106844760	CHE CH-MZ	CHEESE MC	NO	YES
CHEESE	546100	710800	106844760	CHE CHPC	CHEESE PR	NO	YES
CHEESE	430947	29113	106844760	CHE CH-PJ	CHEESE PE	NO	YES
CHEESE	388356	1005400	106844760	CHE CH-PJ	CHEESE PE	NO	YES
CHEESE	528397	25064	106844760	CHE CHPRP	CHEESE PR	NO	YES
CHEESE	528896	25164	106844760	CHE CHPRP	CHEESE PR	NO	YES
CHEESE	551397	11C5100	106844760	CHE CHS AI	CHEESE AM	NO	YES
CHEESE	548634	1202600	106844760	CHE CHS AI	CHEESE AM	NO	YES
CHEESE	548633	1202500	106844760	CHE CHS AI	CHEESE AM	NO	YES
CHEESE	553341	210672	106844760	CHE CHS B	CHEESE BL	NO	YES
CHEESE	547448	211081	940023342	CHE CHS BI	CHEESE BU	NO	YES
CHEESE	552112	APR545	106844760	CHE CHS IM	CHEESE IM	NO	YES
CHEESE	525086	210296	907115650	CHE CHS M	CHEESE M	NO	YES
CHEESE	549515	1098600	106844760	CHE CHS M	CHEESE MC	NO	YES
CHEESE	550590	10625	106844760	CHE CHS M	CHEESE MC	NO	YES
CHEESE	549843	6612	106844760	CHE CHS M	CHEESE MC	NO	YES
CHEESE	554331	211329	106844760	CHE CHS P	CHEESE PA	NO	YES
CHEESE	552113	APR545P	106844760	CHE CHS RI	CHEESE RO	NO	YES
CHEESE	552114	3388645	106844760	CHE CHS RI	CHEESE RO	NO	YES
CHEESE	549014	1004600	106844760	CHE CHS SF	CHEESE SH	NO	YES
CHEESE	547447	211474	900565189	CHE CHS ST	CHEESE ST	NO	YES
CHEESE	525783	1550	100250110	CHE CHS SV	CHEESE SW	NO	YES
CHEESE	553737	80001	106844760	CHE CHS W	CHEESE WI	NO	YES
CHEESE	388362	29110	106844760	CHE CH-SL	CHEESE SLI	NO	YES
CHEESE	388361	29106	106844760	CHE CH-SL	CHEESE SLI	NO	YES
CHEESE	388339	80201	900519340	CHE CHS-M	CHEESE MI	NO	YES
CHEESE	388340	80219	900519340	CHE CHS-M	CHEESE MC	NO	YES
CHEESE	417675	1004500	106844760	CHE CH-SRI	CHEESE SH	NO	YES
CHEESE	525085	210013	100702725	CHE CNL SF	COUNTY LI	NO	YES
CHEESE	492136	210319	106844760	CHE DAMK	DANAMAR	NO	YES
CHEESE	525545	210959	107804871	CHE FRN BI	FRENCH BR	NO	YES
CHEESE	551673	BR125	106844760	CHE FRSLY	FRESHLY GI	NO	YES

# 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: 10/31/12

Title: President

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)

Kenneth O. Crook  
(Authorized Signature)

KENNETH CROOK - PRESIDENT  
(Representative Name, Title)

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

10/31/12  
(Date)

RFQ No. PT4156213

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: CROOK BROTHERS

Authorized Signature: [Signature] Date: 10/31/12

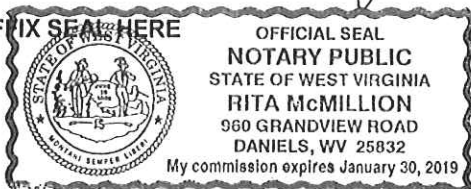
State of WV

County of RALEIGH, to-wit:

Taken, subscribed, and sworn to before me this 31<sup>st</sup> day of Oct, 2012

My Commission expires Jan. 30, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)