



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 15 - Food

Proc Folder: 228622

Doc Description: FRESH FRUITS AND VEGETABLES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-06	2016-08-02 13:30:00	CRFQ 0621 DJS1700000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR


Vendor Name, Address and Telephone Number:

CROOK BROTHERS
 250 Gray Flats Road
 Beckley, WV 25801 (304) 252-7711

08/02/16 09:05:11
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X  FEIN # 55-0693814 DATE 7/20/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DELIVERY OF FRESH FRUITS AND VEGETABLES TO VARIOUS LOCATIONS THROUGHOUT THE STATE PER THE ATTACHED.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FRESH FRUITS AND VEGETABLES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
50300000			

Extended Description :

IF VENDOR IS SUBMITTING AN ELECTRONIC BID THROUGH WVOASIS:
 VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT \$0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-07-22

DJS170000001	Document Phase Draft	Document Description FRESH FRUITS AND VEGETABLES	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 22, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ DJS1700000001
BID OPENING DATE: August 2, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 2, 2016 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

US Dept. of Agriculture (USDA) Grade Standards for Fresh Fruit & Vegetables

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

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
N/A
_____ for N/A
_____.

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

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kenneth Crook, President
(Name/Title)
Kenneth Crook, President
(Printed Name and Title)
250 Gray Flats Road Beckley, WV 25801
(Address)
(304) 252-7711 (304) 461-0466
(Phone Number) / (Fax Number)
kenneth@crookbrothers.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CROOK BROTHERS
(Company)
Kenneth Crook, President
(Authorized Signature) (Representative Name, Title)
Kenneth Crook, President
(Printed Name and Title of Authorized Representative)
7/20/16
(Date)
(304) 252-7711 (304) 461-0466
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DJS1700000001

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 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

7/20/16
Date

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

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Juvenile Services to establish an open-end contract for fresh produce. Pricing is based upon the vendor's cost plus mark- up percentage. Award will be made to lowest vendor meeting specifications.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages/Exhibit A

2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, Bid sheet 1, Bid sheet 2 and used to evaluate the Solicitation responses.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

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

3.1.1 FRESH FRUITS & VEGETABLES

3.1.1.1 All Fresh Produce must be of high quality and meet the U.S. Department of Agriculture Standards for Fresh Fruits & Vegetables.

3.1.1.2 All Fresh Produce must be compatible with set Industry Standards and be USDA No. 1 quality.

3.1.1.3 Classification: the products covered by these specifications shall include, but shall not be limited to, the following:

- 1. FRUITS:**
 - a. Apples

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

- b. Apricots
- c. Bananas
- d. Cantaloupes
- e. Grapefruit
- f. Grapes
- g. Honeydew
- h. Lemons
- i. Oranges
- j. Peaches
- k. Pears
- l. Strawberries
- m. Other seasonal or special fruit

2. VEGETABLES:

- a. Broccoli
- b. Cabbage
- c. Carrot
- d. Celery
- e. Cucumbers
- f. Lettuce
- g. Onions
- h. Peppers
- i. Potatoes
- j. Tomatoes
- k. Other seasonal or special vegetables

3. MISCELLANEOUS ITEMS

May include, but shall not be limited to, the following:

- a. Slaw Mix (Shredded cabbage and carrots)
- b. Celery Sticks
- c. Lettuce Salad
- d. Tossed Salad
- e. Eggs

3.1.2 APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Grade Standards for Fresh Fruits and Vegetables and any amendments thereto.
- B. Perishable Agricultural Commodities Act (PACA), 1930 (7 U.S.C. 499a-499t) and any amendments thereto.

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

3.1.3 QUALITY

1. All produce shall be U.S. Number 1 quality, as defined in the applicable grade standard.
2. All items shall be as fresh as possible with minimal processing.
3. The contractor shall guarantee the freshness and quality of produce delivered. Product deemed to be unacceptable by a state-owned facility shall be rejected. Rejected product shall be replaced by the contractor within forty-eight (48) hours with no additional delivery charge. Repeated occurrences of rejected product may be basis for cancellation of contract.
4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state facility, the product(s) offered is (are) not adulterated or misbranded with the meaning of the Federal Food, Drug and Cosmetic Act ("the Act"), and not an article which may not, under provisions of Part 404, 505, 512 of the Act, be introduced into interstate commerce.
5. All items provided which are not of domestic source shall be labeled as to country of origin. If items are not individually labeled regarding country of origin, the package in which they are provided to the state facility shall be clearly marked with a label or stamp providing county of origin information.
6. Processed vegetable are not to be treated with any preservatives or chemicals during the preparation and packaging process.

3.1.4 PACKAGING

1. Items shall be shipped in original cartons in sizes standard to the industry or shall be repacked in less than case quantities, if needed. **The agency reserves the right to purchase all items by ½ cases, ¼ cases, or by any quantity less than full case size.** When applicable, items are to have a Nutritional label attached.
2. Processed items will be gas flushed and packed in approved barrier bags and packed without chemical preservatives.

4. CONTRACTOR QUALIFICATIONS

- A. The contractor shall have an established, permanent business for which all bonding and/licensing requirements have been met. Fixed or established place of business shall mean, but shall not be limited to, a permanent structure, warehouse or building at which:

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

- a. An adequate quantity of inventory is stored, offered for sale, sold, and delivered.
 - b. Specifically designated personnel are available to handle transactions during regular business hours. (8 a.m. to 4 p.m.)
- B.** The contractor shall possess a Perishable Agricultural Commodities Act (PACA) license.
- C.** Bidder shall be utilizing effective pest control and sanitation procedures in both storage facilities and delivery equipment.

5. CONTRACTOR RESPONSIBILITIES

- A.** Upon receipt of contract, contractor shall contact state facilities to establish a mutually agreeable weekly delivery schedule. State juvenile facilities list is specified in **Part 6 - D**. The delivery schedule should indicate a delivery time, plus or minus one hour. It is recognized by the state that weather conditions may cause delays, as well as security-related issues at some facilities. Repeated occurrences of late delivery caused by factors other than those cited above may be basis for cancellation of contract.
- B.** Contractor may be required to make two (2) deliveries per week to a state juvenile facility(s). If so, the second delivery shall be scheduled for each week and shall not be on an "as needed" basis.
- C.** Contractor's Contact: The contractor shall designate a contact who shall serve as liaison between contractor and state facilities, be responsible for operation and administration of the contract, be responsible for reports/audit documentation, and who must respond to the WV Division of Juvenile Services in a timely manner
- D.** The contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting. The state reserves the right to inspect the contractor's and/or subcontractor's facilities and audit records, including purchasing records and original invoices during the term of any contract issued pursuant to this bid. Records and facilities shall be made available for audit within ten (10) days prior notice. State personnel may include the Purchasing Division of the WV Dept of Administration, WV Division of Juvenile Services and the Auditor's Office of the State of West Virginia, United States Department of Agriculture, and any using agency. The purpose may be to verify cost of

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

merchandise, adherence to specifications, and/or to insure that the products are purchased at the lowest possible cost, as well as other reasons. Financial and accounting records shall be made available upon the request of state facilities at any time during the contract period and any renewal thereof, for three (3) years from expiration date and final payment on the contract renewal thereof.

E. Contractor shall provide a detailed list of weekly prices through a spreadsheet or similar document that is approved by DJS to be sent to all Juvenile Services facilities reflecting price, description, weight/size of all items listed on the contract. **This will reflect the current pricing for the week of all contract items. This document will need to be acceptable for payment verification to the WV State Auditor's Office.**

6. PRICING

A. Definitions

1. **Vendor's Cost:** Shall be defined as the cost of the contractor of the fresh product, "field brokerage", FOB shipping point plus freight, cooling, top ice, temperature recorder to the produce distribution center. This shall include all of the Vendor's costs associated with providing the fresh produce to the Vendor's distribution center.
2. **Mark up:** shall be defined as the percentage added to Vendor's Cost for transportation to institutions, processing, packaging, wages, benefits, overhead, profit, etc. **Set Markup shall be the same for all items.**

B. Bid Pricing

1. **Bid Pricing:** Bidder shall indicate their percentage of mark up to be added to each classification of items.

C. Contract Pricing

1. **Method of Cost Determination:** Cost shall be determined by unit price plus the percentage of mark-up.
2. Each week, the Contractor shall issue a **Weekly Price List** NO LATER THAN 2:00 PM ON FRIDAYS FOR THE FOLLOWING WEEK to state facilities. The **Weekly Price List** shall list the product description, packaging, and delivered price of each item.

D. Facilities:

The following facilities of State of West Virginia, Division of Juvenile Services may use this contract pursuant to the bid specifications. Listed below are the facility names and city locations.

1. **Lorrie Yeager Juvenile Center, 907 Mission Drive, Parkersburg, WV 26101
Phone: (304) 420-4860**

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

2. **Robert Shell Juvenile Center, 2 O'Hanlon Place, Barboursville, WV 25504
Phone: (304) 733-0870**
3. **James H. "Tiger" Morton Juvenile Center, 60 Manfred Holland Way, Dunbar,
WV 25064 Phone:(304) 675-0860**
4. **Donald R. Kuhn Juvenile Detention Center, One Lory Place, Julian, WV
Phone (304) 369-2976**
5. **Sam Perdue Juvenile Detention Center, 843 Shelter Rd., Princeton, WV
24739 Phone (304) 304-425-9721**
6. **Gene Spadaro Juvenile Center, 106 Martin Drive, Mt. Hope, WV 25880
Phone (304) 877-6890**

7. - Bid Document Instructions:

- A. Vendor's Costs for the week of **June 27, 2016** shall be used for all vendor costs for this bid quotation evaluation. For bid evaluation purposes, the Bidder shall document the Vendor's Costs for selected items. Documentation shall be (legible copies of supplier's invoices and bills of lading) for items in Bid Sheet #2.

The supplier invoices shall include, but shall not be limited to, the following information: supplier company name, bidder company name, invoice date, item description, quantity and price. If the bidder has received more than one delivery of an item(s) for the specified week, copies of invoices and bills of lading for the specified week shall be forwarded to document the pricing. If an item was not delivered to the bidder in the week specified above, invoice(s), etc, for the last week's delivery of the item previous to week prior to bid opening shall be submitted.

- B. The bidder shall provide a narrative and/or calculation that demonstrates the application of their mark-up to the vendor's costs.
- C. If documentation listed above is not submitted with the bid response, it will be requested during the bid evaluation period. If documentation is requested during the evaluation period, it must be provided within five (5) business days of verbal request. Failure to supply documentation in accordance with the above specifications will be deemed the bid not responsive.
- D. The bidder shall possess a valid PACA license and shall submit a copy of the same.
- E. The successful bidder shall provide a copy of their Workers' Compensation Certificate reflecting the type and levels of coverage.

8 - EVALUATION: Bid Document items with a high usage volume during the past year. DJS is using some of the most common items purchased. DJS reserves the right to purchase all items in the vendors inventory. Note: All dollar volumes and quantities are estimates only and therefore, there is no guarantee as to the actual purchase volumes for the year. Estimated quantities are for a total of all **centers combined**.

Bids will be evaluated in the following manner:

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

1. On Bid Sheet #1: Vendor shall provide the vendor's mark-up percentage for the classifications of fresh fruits, vegetables, and processed items.
2. On Exhibit A: **Vendor is to complete Bid Quotation that (a) identifies the produce, quantity, packaging, (b) Vendor's Cost, (c) Vendor's Mark-up percentage (%), (d) State Purchase Price, (e) Annual Total.** (This bid sheet is being used for a comparison of vendor prices and to determine the contract award.)
3. On Bid Sheet #2: Vendor shall provide the information/documentation to demonstrate on the Vendor's Cost per Unit for selected (*) items on Bid Sheet #2. **Bid Sheet #2 and Exhibit A shall have the same Vendor's Cost amounts for the selected items.**
4. Vendor's narrative (*Bid Instructions, Section B*) will be used to confirm the Vendor's Cost per Unit (Bid Sheet #2).

Failure to bid all items may result in the bidder being deemed as non-responsive. (The Purchasing Division reserves the right to waive items, if the bid quotations do not allow comparison of commodity descriptions, quality, and packaging.)

9 CONTRACT AWARD:

9.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages/Exhibit A. **There will be no split award.**

9.2 Pricing Pages: Vendor should complete the Pricing Pages/Exhibit A by inserting the set % mark-up on Bid Sheet #1. All percentages should be the same for all commodities listed. Vendor will fill in Vendors Cost per unit and supply Agency with documentation to support the cost per unit on selected items listed. Pricing must be the same for the selected (*) items on Bid Sheet #2 as well as Exhibit A.

9.3 Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
Crystal.G.Rink@wv.gov

10 ORDERING AND PAYMENT:

10.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Contractor shall develop a mutually acceptable system for issuing a **Weekly Price List** to state facilities and receiving orders, e.g. contractor will broadcast fax or e-mail a **Weekly Price List** on a selected day of the week to institutions for the following week's delivery, with the state facility completing the order sheet and faxing, e-mailing same to contractor within two (2) business days, or similar system. The weekly price/order sheet distributed to the state juvenile facilities by the contractor shall also be provided to the WV Division of Juvenile Services - Procurement. Order may also be placed utilizing the contractor's electronic method of order placement. Electronic order system shall not result in any cost to the state juvenile facility for software or training. If electronic order system is utilized, contractor shall be responsible for any user training required. User training shall be provided at the state facility site.

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

11 DELIVERY AND RETURN:

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

11.2 If the contractor's delivery truck is unable to complete the delivery within a reasonable timeframe (approximately one hour) due to problems (weather, equipment). Contractor shall contact the institution by telephone later the same day to verify whether acceptance of delivery is possible that day. If the facility is unable

REQUEST FOR QUOTATION
CRFQ DJS170000001
FRESH PRODUCE for WV Division of Juvenile Services

to receive delivery later that day, the contractor and facility shall agree upon a new delivery date.

11.3 All products purchased on any contract awarded pursuant to this bid shall be shipped directly from the contractor's produce distribution center with refrigerated warehouse appropriate to the variety of fruits and vegetables stored within.

11.4 Refrigerated items shall be transported in a vehicle pre-cooled to a minimum of 35 degrees Fahrenheit and a maximum temperature of 45 degrees Fahrenheit. Vehicle shall be capable of maintain temperature with specified range to destination(s).

11.5 Contractor shall make inside dock delivery, state facility personnel and/or their designees shall not participate in unloading contractor's truck.

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

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

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

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

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

11.9 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

12 VENDOR DEFAULT:

12.1 The following shall be considered a vendor default under this Contract.

12.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

12.1.2 Failure to comply with other specifications and requirements contained herein.

12.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available to Agency upon default.

12.2.1 Immediate cancellation of the Contract.

12.2.2 Immediate cancellation of one or more release orders issued under this Contract.

12.2.3 Any other remedies available in law or equity.

13 MISCELLANEOUS:

13.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

13.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

13.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

13.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: MARK Bowling
Telephone Number: (304) 252-7711
Fax Number: (304) 252-3020
Email Address: MARK@Creekbros.com

REQUEST FOR QUOTATION
CRFQ DJS1700000001
FRESH PRODUCE for WV Division of Juvenile Services

Bid Sheet 1

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.....	30 %
2. Vegetables	30 %
3. Miscellaneous Processed Items.....	50 %

FRESH FRUIT AND VEGETABLES

Exhibit A	Item	Average Case Weight	Item Description / Package (Vendor should complete this column).	Vendor's Cost	Set Mark Up (%)	State Purchase Price	# Total Centers Combined Estimated Annual case Qty	Total Annual Cost
	Fruits							
1	APPLES, red, delicious, min US Fancy Gr, 125 count.	40	Apples red 125ct.	18.00	30%	23.40	400 CASE	9,360.00
2*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	BANANAS 40 ^{lb}	8.00	30%	10.40	400 CASE	4,160.00
3*	Grapes, red, seedless, US No. 1 Table Gr,	18	GRAPES Red 18 ^{lb}	20.00	30%	26.00	200 CASE	5,200.00
4	Cantaloupe, U.S. No. 1 gr, 9 to 12 count.	25	Cantaloupe us 1	8.50	30%	11.05	100 CASE	1,105.00
5	Melon, Honeydew, US No. 1 6-9ct.	25	Honey Dew #1 6ct.	9.00	30%	11.70	50 CASE	585.00
6	Oranges, US No. 1, Valencia and Navel	40	Oranges 40 ^{lb}	14.75	30%	19.17	500 CASE	9,585.00
	Vegetables							
7*	Cabbage, Green, U.S. No 1,	50	CABBAGE us #1 50 ^{lb}	10.00	30%	13.00	200 CASE	2,600.00
8	Carrot, baby Fresh, US No. 1,	5	CARROTS BABY 5 ^{lb}	3.92	30%	5.09	150 CASE	763.50
9	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	Celery 30ct.	10.25	30%	13.32	100 CASE	1,332.00
10	Cucumbers, 85% U.S. No. 1	50	Cukes us #1	8.00	30%	10.40	150 CASE	1,560.00
11*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 6pack		Lettuce 6pk	2.75	30%	3.57	300 CASE	1,071.00
12	Onions, Yellow Jumbo	50	Onions 50 ^{lb}	8.78	30%	11.41	100 CASE	1,141.00
13*	Potatoes, Idaho, U.S. No.1, for cooking	50	Potatoes 50 ^{lb}	11.15	30%	14.49	400 CASE	5,796.00
14*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5x6	25	Tomatoes us #1 5x6	12.80	30%	16.64	300 Case	4,992.00
15	Tomatoes Cherry, U.S. No. 1, 12pint	5	Tomato Cherry 12pt.	9.95	30%	12.93	50 CASE	646.50
	Miscellaneous Processed Items							
16*	Celery, Sticks, US No. 1 Gr, Chilled, 5 lbs.	5	Celery Stix 5 ^{lb}	4.55	50%	6.82	150 CASE	1,023.00
						Grand Total		\$ 50,920.00

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 (See Bid Document Instructions A & B)

Item	Fresh Produce U.S. No. 1 -Description	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
2*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	CASTELLINI 6/26 QTY 40	8.00
3*	Grapes, red, seedless, US No. 1 Table Gr,	Del Monte 6/28 QTY 120	20.00
7*	Cabbage, U.S. No. 1, 50#	HOLLAR GREEN 6/27 QTY 140	10.00
11*	LETTUCE, FRESH, iceberg, us no. 1 gr, 8PK	C. H. ROBINSON 6/24 QTY 320	2.75
13*	Potatoes, Idaho, U.S. No. 1, for cooking	Produce Alliance 6/15 QTY 25	11.15
14*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5X6	CASTELLINI 6/26 QTY 16	12.80
16*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb.	Taylor Farms 6/27 QTY 32	4.55

Vendor's Costs for the week: 6/27/16

CONTRACTOR'S NAME & TO REMIT TO ADDRESS		CONTRACTOR'S CONTACT	
CROOK BROTHERS		Name:	CROOK, Kenneth
250 Gray Flats Rd.		Telephone:	304 252-7711
Beckley, WV		Fax:	304 252-3020
25801		Email:	Kenneth@CrookBroas.com

Signature [Handwritten Signature]

HOLLAR & GREENE PRODUCE CO., INC.

800-222-1077
828-264-2177 Local
828-264-4413 Fax

Shippers of
CABBAGE - PUMPKINS
RED & WHITE POTATOES

P.O. Box 3500
230 Cabbage Row
Boone, NC 28607

INVOICE

Invoice #: 162461
Invoice: Jun 27, 2016
Ship: Jun 22, 2016

Sold To: CROOK BROTHERS
250 GREY FLATS ROAD
BECKLEY, WV 25801

PO
48005

Ship To: CROOK BROTHERS
250 GREY FLATS ROAD
BECKLEY, WV 25801

WE DO NOT MAIL MONTHLY STATEMENTS

Please refer to our invoice number on all correspondence.

Page 1 of 1

Sale Terms: FOB	Salesperson: KEITH HONEYCUT	Carrier: Crook Truck	
Order: Jun 21, 2016	Via:	Trailer lic:	St:
Cust PO: Marty	Pay Terms: Net 21	Broker:	

Description	Product Of	Quantity	UOM	Price	Amount
Cabbage Green BAG Large Regular	USA	140	bag	10.00	1,400.00
Cabbage Red CTN Med Regular	USA	15	ctn	15.00	225.00
INVOICE TOTAL:		155			\$1,625.00

*We sincerely appreciate your business and
look forward to serving you again soon.*

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

In the event any action or proceeding is commenced to enforce the terms of this transaction or our PACA trust rights, buyer agrees to pay all costs of enforcement, including all attorney's fees, together with any costs and expenses, as additional sums owed in connection with this transaction.

The prices reflected on this invoice may be subject to promotional allowances, volume discounts, corporate rebates, or other programs.

All applicable provisions of the Fair Labor Standards Act of 1938, as amended, have been complied with.

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.



PRODUCE ALLIANCE

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

41854

INVOICE

Number 0739113A
Date 06/15/16
Ship
Pay Terms NET 30 DAYS

PLEASE NOTE NEW
REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
P.O. BOX 7762
CAROL STREAM, IL 60197-7762

Page
1 of 1

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: Jeffrey Weisman	Carrier: DSG LOGICTICS
Order: 0739113A	Sale Type: DELIVERED SALE	Trailer Licence: St: IL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	* Price	Amount
POTATO IDAHO 90 CT FREIGHT RED LOBSTE	CASE	USA	294	6.15	1808.10
POTATO IDAHO 70 CT FREIGHT-CH	CASE	USA	336	6.15	2066.40
POTATO ID 6 OZ #2 FREIGHT-CH PAPER	SACK 50#	USA	100	6.15	615.00
POTATO IDAHO 50 CT FREIGHT-CH	CASE	USA	14	6.15	86.10
POTATO IDAHO 110 CT	CASE	USA	7	16.15	113.05
POTATO IDAHO 80 CT	CASE	USA	21	17.65	370.65
POTATO IDAHO 60 CT	CASE	USA	7	19.15	134.05
POTATO IDAHO 40 CT	CASE	USA	7	19.15	134.05
POTATO ID 5/10# PURPLE MESH	BAG	USA	25	11.15	278.75
POTATO ID 10/5# PURPLE MESH	BAG	USA	15	12.15	182.25
TRUCK ORDER NOT USED	FEE		1	250.00	250.00

	Sub Total	6038.40
	Tax	.00
826	*Total	6038.40

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Castellini Company LLC

Club Chet LLC

Grant County Foods

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

Please Remit To:
 P.O. Box 632559
 Cincinnati, OH 45263-2559

INVOICE INVOICE

Invoice Date	Invoice Number	Page
6/26/16	7301516	1

SOLD TO:

Crook Brothers
 250 Grey Flats Road
 Beckley, WV 25801

SHIP TO:

Crook Brothers
 250 Grey Flats Rd.
 Beckley, WV 25801

Castellini Ticket Number	Delivery Date	Customer PO Number	Customer Number	Ship Via	Terms
34317	6/27/16		074510	GCF Shuttle to	NET 10 DAYS
Quantity	Description			Unit Price	Extended Price
5	Banana, Singles 150ct CS			18.50	92.50
40	Tomato, Cull 25#			9.00	360.00
5	Tomato, 4x5 10#			7.30	36.50
16	Tomato, 5x5 2 Lyr.P.P.706507			12.80	204.80
16	Tomato, 25# Roma Mex.730025			15.00	240.00
40	Banana, Rosy 40#			8.00	320.00
	3 WOOD PALLETS			.00	.00
122	** TOTAL QUANTITY **				
Total Amount Due					1253.80

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.

These invoices shall accrue interest at 1 1/2% per month. If overdue accounts are referred to an attorney, you agree to pay our attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest on attorney's fees are sums owing in connection with the transaction.

X



Invoice

Taylor Farms California, Inc.

P.O. BOX 742145
Los Angeles, CA 90074
US

Ph :: (831) 676-9001
Fax :: (831) 754-0697

48107 PO#

Number CAI-828498
Invoice Date 6/23/2016
Sales order SO-881792
Ship Date 6/23/2016
Vendor Taylor Id
Customer PO
Purchase order
Payment 21 days
Inv Acct 197500
Fax: (304)4610466

BILL TO:
CROOK BROTHERS / WEST VIRGINIA
205 GREY FLATS RD
Beckley, WV 25801
US

SHIP TO:
CROOK BROTHERS / WEST VIRGINIA
205 GREY FLATS RD
Beckley, WV 25801
US

Carrier/Agent certifies that the TRU eqpt is in compliance with CA regulations:
CA Org Reg 27-001607; Certified to terms of US-Canada Org equiv arrangement

Item number	Description	Qty	UOM	Price	Amount
1210029	TAYLOR FARMS CELERY STICK BWW VP 4/5# WO2016175	8	CASE	18.2000	145.60
1130103	TAYLOR FARMS RED ONION WHOLE PEELED (RL) 1/5# WO2016173	5	CASE	6.7000	33.50

Total Qty: 13

Subtotal	179.10
Total misc. charges	0.00
Total	179.10
Paid	0.00 USD
Balance Due	179.10 USD

Due date 7/14/2016

"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. 499a(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."

Invoice Number: 254421876

Invoice Date: June 24, 2016



Remit To:
P.O. Box 9121
Minneapolis, MN 55480-9121

C.H. Robinson Worldwide, Inc. and
Subsidiaries

Bill-to:
C7420463
ATTN: ACCOUNTS PAYABLE
CROOK BROTHERS - MASTER INBOUND
250 GREY FLATS RD
BECKLEY, WV 25801-5873

For
48105

Amount Due: USD 9,324.75
Payment Due: July 2, 2016

CHR Load: 5397561
Ship Date: 6/22/2016
Cust PO: 6202016_677

Branch Code: 0215 Managed Procurement Services
CHR SO: 7196949
Freight Payer Ref: 6202016_677

ITEM DETAIL

Description	Quantity	UOM	Weight	Unit Price	Total
BBI - Broccoli, Crown, 20 lb	120	Ctn	32 LBS	12.23	USD 1,467.60
BBI - Cabbage, Napa, 30 lb	21	Ctn	32 LBS	11.35	USD 238.35
BBI - Lett-Iceberg, Liner, 24 ct	80	Ctn	50 LBS	11.00	USD 880.00
BBI - Lett-Leaf, Romaine Heart, Jumbo	70	Ctn	27 LBS	13.70	USD 959.00
BBI - Salad Mix, Arugula, 2/2 lb	7	Ctn	4 LBS	8.75	USD 61.25
BBI - Salad Mix, Sweet Spring Mix, 4/3 lb	5	Ctn	14 LBS	15.80	USD 79.00
BBI - Spinach, Washed Stemless, 4/2.5 lb	5	Ctn	12 LBS	15.25	USD 76.25
CFA - Kale, 5/1#	20	Ctn	8 LBS	11.60	USD 232.00
CFA - Lett- Leaf, Green, 24ct	84	Ctn	20 LBS	9.75	USD 819.00
CFA - Lett-Leaf, Green Crown, 10lb	32	Ctn	12 LBS	12.50	USD 400.00
CFA - Lett-Leaf, Romaine, 24ct	70	Ctn	30 LBS	11.25	USD 787.50
CFA - Salad Mix, Chop Romaine, 6/2lb	70	Ctn	14 LBS	11.15	USD 780.50
CFA - Sweet Spring Mix, 3/1lb	60	Ctn	4 LBS	4.85	USD 291.00
RED - Lett-Iceberg, Liner, 30 ct	10	Ctn	46 LBS	11.00	USD 110.00
RED - Salad Mix, Chop Romaine, 9/2 lb	40	Ctn	20 LBS	15.38	USD 615.20
RED - Salad Mix, Coleslaw, 4/5 lb	10	Ctn	21 LBS	8.40	USD 84.00
RED - Salad Mix, Garden, 6/5 lb	95	Ctn	33 LBS	14.10	USD 1,339.50
TGI - Green Onion, Iceless, 4/2 lb	2	Ctn	11 LBS	9.95	USD 19.90
TGI - Herb, Cilantro, 4/1 lb	2	Ctn	6 LBS	8.70	USD 17.40
TGI - Herb, Parsley, 4/1 lb	2	Ctn	6 LBS	8.70	USD 17.40
TGI - Kale, Baby 3x1	2	Ctn	4 LBS	8.50	USD 17.00
TGI - Lettuce, Iceberg - 24 Ct	2	Ctn	50 LBS	11.45	USD 22.90
TGI - Salad Mix, Mesclun, 3 lb	2	Ctn	3 LBS	5.00	USD 10.00

Sub-Total: USD 9,324.75

Payment Received: USD 0.00

Amount Due: USD 9,324.75

C.H. Robinson Company, 14800 Charlson Rd, Eden Prairie, MN 55347-5042

Fed Tax ID 41-0680048, D&B 806737383, MC 131029, Tel: 800-777-5779

Please reference invoice 254421876 when remitting payment.

If you have questions regarding this invoice or your account, please call Melanie Salo at 800-487-1638 or email



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

PO
48113

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
3858875	06/28/2016	06/27/2016	3858875	Marty			STD CBW

PRODUCT DESCRIPTION				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	40	DM	BANANAS	P	GU	CBW	CB CB	10	\$17.00	\$170.00
B	40	DM	BANANAS	P	GU	CBW	CB CB	10	\$17.00	\$170.00
B	40	RO	BANANAS	P	CR	CBW	CB CB	24	\$13.00	\$312.00
B	40	RO	BANANAS	P	CR	CBW	CB CB	48	\$13.00	\$624.00
B	IP	40	DM BANANAS	P	GU	CBW	CB CB	15	\$17.00	\$255.00
B	IP	40	DM BANANAS	P	GU	CBW	CB CB	10	\$17.00	\$170.00
B	24C	10	DM BANANA DM 24-COUNT BOX	P	CR	CBW	CB CB	40	\$6.00	\$240.00
B	24C	10	DM BANANA DM 24-COUNT BOX	P	CR	CBW	CB CB	30	\$6.00	\$180.00
P	007	MD	25 DM FRESH PINEAPPLES	P	SM	CR	CBW CB CB	160	\$15.00	\$2,400.00
CA	009		DM CANTALOUPE	P	AZ	CBW	CB CB	112	\$16.00	\$1,792.00
HD	006		DM HONEYDEW	P	AZ	CBW	CB CB	110	\$13.50	\$1,485.00
G	SR	NL	GRAPES	P	CB	MX	CBW ND CB	15	\$22.00	\$330.00
G	FS	DM	GRAPES	P	CB	MX	CBW CB CB	120	\$20.00	\$2,400.00
XP	65		BLUE CHEP PALLETS		US	CBW	CB CB	8	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars	\$10,528.00
---	--------------------

Sales Person: 573
Customer #/Code: 487860 / MULTIBECK
Trade Terms: DELIVERED SALE
Order Type: DIRECT STORE DELIVERY

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to "Del Monte Fresh Produce N.A., Inc." Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to: "Del Monte Fresh Produce N.A., inc." P.O. BOX 149222 "Coral Gables, FL 33114-9222" Attn: Credit Department, or by calling (305) 520-8400

The perishable agricultural commodities listed on this Invoice are sold subject to the statutory trust authorized by Section 5(o) of the Perishable Agricultural Commodities Act. 1930 (7U.S.C. s499e(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.

Past due Invoices shall accrue interest at 1 1/2% per month. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the cost of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the transaction.

ORIGINAL INVOICE

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

Bill To: 487860
Bill To Name: CROOK BROTHERS WHOLESale
P.O. #: Marty

Invoice #: 3858875
Invoice Date: 06/28/2016
Invoice Amount: \$10,528.00
Remittance Amount:

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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: 7/20/16

Title: PRESIDENT

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: 7/20/14

State of WV

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 20th day of July, 2016

My Commission expires 11-17, 2021



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