

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

Solicitation

NUMBER DJS130003 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

DIVISION OF JUVENILE SERVICES

TARA LYLE 804-558-2544

304-252-7711

SHIP

SECOND FLOOR

1200 QUARRIER STREET CHARLESTON, WV

25301

304-558-6029

*709060429 CROOK BROS 599 MARKET ST BECKLEY WV 25801

DATE PRINTED

04/30/ BID OPENING DATE:	05/16/			BID	OPENING TIME 1:	30PM
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28	69,89350	69.893.50
	FRESH FRUITS	AND	VEGET.	ABLES		, ,
	SHIP TO	: D	IVISI	ON OF JUVENILE S	ERVICES	
			The second second second second	S LOCALES AS ATED BY ORDER		
				i,	95/16/13 01:28:31 PM West Virginia Purchasin	∃ Division
		OP	EN – EN	D CONTRACT		
	WV DIVISION (FO PROVIDE F	OF JU RESH ILITE	VENIL FRUIT S THR	HASING DIVISION E SERVICES, ISSOL S AND VEGETABLES DUGHOUT THE STATE	ICITING BIDS FOR VARIOUS	
	ATTACHMENTS	INCLU	DE:			
	2. GENERAL T 3. DJS130003 4. CERTIFICA	ERMS A SPEC TION A	AND CO IFICA' AND S	TIONS IGNATURE PAGE	BIDS	
	5. PURCHASING			r FERENCE (RVP) FOI	RM	
SIGNATURE I	100			http://www.	1000	

ADDRESS CHANGES TO BE NOTED ABOVE

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

CROOK BROTHERS
(Company)
Semitt D. Crock
(Authorized Signature)
(Representative Name, Title)
(304) 252.7711 (304) 461. 0466 (Phone Number) (Fax Number)
5/16/13 (Date)

RFQ No.		
111 00 140.	 	

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:

WITNESS THE FOLLOWING SIGNATURE:

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

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

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

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

Vendor's Name: CROOK BLOTHELS	./_/-
Authorized Signature: Kenny 10. Ch	Date: 5/16/13
State of, to-wit: Taken, subscribed, and sworn to before me this My Commission expires	day of
AFFIX SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA RITA MCMILLION 960 GRANDVIEW ROAD DANIELS, WV 25832 My commission expires January 30, 2019	NOTARY PUBLIC Felm McCullum Purchasing Affidavit (Revised 07/01/2012)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. ——	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this continuously in Vendor and the date of this continuously in Vendor and Indiana.
✓ 	ing the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents
	and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
requiren against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate

Bidder shall provide the Mark-up percentage (%	6) for the various classifications of fresh fruits
and vegetables.	e, i.e. i.e. i.e. i.e. i.e. i.e. i.e. i.
REGION(S) of the specification.)	(Indicate the Regions being bid, See Part VII

	Classification of Fresh Produce	Mark-up Percentage		
1.	Fruits	25 %		
2.	Vegetables	25 %		
3.	Miscellaneous Processed Items	25 %		

Item	Fresh Produce U.S. No. 1	Average Case Weight	Item Description / Package (Vendor should complete this column).	Vendor's Cost per Unit (*Bid Sheet #3))	Set Mark Up (25 %)	State Purchase Price (per unit)	x Total Regions Combined Estimated Annual QTY.	= Annual Total
	Fruits		REGION(S) I, II, IV	(Indicate the Re	gions being bid,	See Part VII of	the specificati	ion.)
1	APPLES, red, delicious, min US Fancy Gr, 125 count.	40	ADDIES - RED 125.T.	15.50	25_%	1938	500 CASE/ 20,000 lb	9690.00
2*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	BANANAS #1 4016	* 500	25 %	6.25	600 CASE/ 24,000 lb	3750.00
3*	Grapes, red, seedless, US No. 1 Table Gr,	18	GRADES-RED SEEDLESS 1810	* 2700	_25_%	33.75	300 CASE/ 5,400 lb	10.125.00
4	Cantaloupe, U.S. No. 1 gr, 9 to 12 count.	25	CANTELONDE US. 1 1201.	050	25 %	1063	300 CASE/ 11,400 lb	3.189.00
5	Melon, Honeydew, US No. 1 6-9ct.	25	HowarDEW US.#2 Low.	900	25 %	1125	100 CASE/ 2,500lb	1,125:00
6	Oranges, US No. 1, Valencia and Navel	40		~~		075	800 CASE/ 32,000 lb	
	8		Olmges 4016	700	25 %	875		7,000:
7	Strawberries, US No 1, 8-1 lb containers per flat	8	Strawberries us 1 8/110	1,75	25 %	244	200 FLATS	16880
8	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	WATERMELON(SOLS) 4/SET.	1700	25 %	2125	200 CASE/ 10,000 Lb	42500
	Vegetables							
9	Broccoli, US No. 1	18	Brownli 45. 18. T.	600	_25_%	750	100 CASE/ 1,800 lb	75000
10*	Cabbage, Green, U.S. No 1,	50	CABBAGE GRAN 5010	* 850	25 %	1063	200 CASE/ 10,000 lb	2,12600
11	Carrot, baby Fresh, US No. 1,	5	CARROTS BABY 5 15	400	25_%	500	250 CASE/ 1,250 lb	125000
12	CELERY, FRESH,Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	CELENY 30 CT. 5016	1165	25_%	1457	100 CASE/ 5,000 lb	1457.00
13	Cucumbers, 85% U.S. No. 1	50	CucumBERS U5. 1 50 10	800	25%	10.00	200 CASE/ 10,000 lb	2,0000

Vendor's Cost for the Week of April 14, 2013 through April 20, 2013 shall be used for all items. (Bid Documents Instructions: A & B).

								*
4*	LETTUCE, FRESH ,lceberg, us no. 1 gr, 2 dz size, ind pg,	30	LEHUCE 2/DOZEN 4516	ک! ۱۱	25 %	1394	300 CASE/ 9,000 lb	4,18200
5	ROMAINE, FRESH, issued by lb	36	Romaine 24cT. (36)	10.15	_25_%	1344	50 CASE/ 1,800 lb	67200
6	Onions, Yellow Jumbo	50	ONIONS JUNGO 5016	900	25_%	1125	200 CASE/ 10,000 lb	225000
7*	Potatoes, Idaho, U.S. No.1, for cooking	50	IDATO POTATOES US: 150#	* 490	25_%	6.13	500 CASE 25,000 lb	3050
8	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	Potatoes white 8-1202.	5.25	25 %	6.51	200 CASE 10,000 lb	1314.00
9*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5x6	25	Tomatoes us 1 5 x 6 25	1200	25_%	1500	400 CASE/ 1,000 lb	6000
0	Tomatoes Cherry, U.S. No. 1, 12pint	5	Tomrtoes Cherry 1251. 6	Q50	25 %	1063	100 CASE/ 500 lb	1,063
-	Miscellaneous Processed Iten	าร		10 10 10 10 10 10 10 10 10 10 10 10 10 1		1	200 0465/	1 11 00
1*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5	CELERO Stix 516	* 497	25_%	622		1,2:192
2	Lettuce, Salad Mix, Chilled, 4 ea/5 lb bags	20	LETTING SOLAD Mix 4/5t (2016	1100	25_%	13.75	100 CASE/ 2,000 lb	1315.
23	Cauliflower Florets, Mini	5	Camiflower Placet 5th	525	25_%	6.57	50 CASE/ 250 lb	328.
_							Grand Total	109893
								- /

Vendor's Cost for the Week of April 14, 2013 through April 20, 2013 shall be used for all items. (Bid Documents Instructions: A & B).

of 19,8535

Restocking Fee for Item order in error by state agency:	Restock	king Fee.		Ē
Charge for Second Weekly Delivery	REGION I		REGION III	
charge for cocona recently beautiful	REGION II		REGION IV	

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

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

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, <u>Vendor's costs for the week of April 14, 2013 through April 20, 2013 shall be used</u>. (See Bid Document Instructions: A & B)

	Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, guantity 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.	DEL Mode Frush, CROCK BLOS. 4/17/13 Brunns 40# 42, 500	500
3*	Grapes, red, seedless, US No. 1 Table Gr,	Del Mole Fresh CROOK BIOS. 4/A/13 Grapes Red, So, 2700	2700
10*	Cabbage, U.S. No. 1, 50#	ANDrews FARMING, CROOK BROS; 4/17/13, CABBAGE 507, 140,850	
14*	LETTUCE, FRESH ,lceberg, us no. 1 gr, 2 dz size, ind pg,	Privace Alliance CROCEBAS. 4/18/13 Lettuce 240. 10 115	
17*	Potatoes, Idaho, U.S. No.1, for cooking	Produce Alliance, Crockinos, 4/15/13 Potro DAMO, 92, 490	490
19*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5X6	CASTELLINI CAPANY CROCKBLOS . 4/18/13 Tomato 80,1200	1200
21*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Produce Alliane CrookParos- 4/18/13 Coly 51:x, 497 60	4.97

Vendor's Costs for the week of April 14, 2013 through April 20, 2013 shall be used.

CONTRACTOR'S NAME & CONTREMIT TO ADDRESS:	FRACTOR'S CONTACT:	
REWIT TO ADDITESS.	Talanhamas (O. 1.) Mara and I	
CROOK BROTHERS	Telephone: (304) 252-771/	
250 GREY FLATS ROAD	FAX: (304) 461.046	
BELKLEY WV 25801	Email: KENNETH @ Crookbros.com	
Held Cook	5/16/13	
SIGNATURE:	DATE:	

Andrews Farming Co., LLC 226 Autumn Leaf Lane

Galax, Va 24333 Tel (276) 236-7101 Fax (276) 236-1944

> Growers and Shippers of Cabbage-Onions-Pumpkins

Date 4/17/2013

Invoice # 17726

Bill To

Invoice

CROOK BROTHERS 599 MARKET ROAD BECKLEY, WV 25801



Ship To

250 GREY FLATS ROAD BECKLEY, WV 25801

P.O. No.	Pay Terms	Ship Date	Via	Carr	ier
	NET 21	4/17/2013	Truck	Andrews Fa	rming Co.
Quantity	Item	D	escription	Price Each	Amount
175 140 30 10 20 20	200 210 215 234	CARTON GREEN CA CARTON RED CABB Cabbage Bags - Empty	PRODUCE OF USA 🛨 BBAGE PRODUCE OF USA AGE PRODUCE OF USA	9.00 8.50 10.50 16.50 0.00 5.50	1,575.0 1,190.0 315.0 165.0 0.0 110.0
			anny		

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

Total

\$3,355.00

www.andrewsfarming.com

info@andrewsfarming.com

INVOICE



Correspondence To:

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

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

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Bill To:

CROOK BROTHERS WHOLESALE 599 MARKET RD

BECKLEY WV 25801-8533

4

Ship To: MULTI FRESH INC 250 GREY FLAT RD

BECKLEY WV 258018533

Page 1 of 2							
Invoice #	Invoice Date	Ship Date	Order#	PO #1	PO #2	AWB/Trailer#	Manifest #
259918	04/17/2013	04/15/2013	2599181	k			LST1314
PRODUCT	DESCRIPTION				OR WHS UP SP	QTY PRICE	TOTAL

1	25991	8	04/17	//2013	3 // C	04/15/2013	2599181		k									LS11314	
_	PPOD	UCT	DESCR	DIDTI	ON						OR	WHŞ	UP	SP	QTY		PRICE	TOTAL	
	В	VVI	DLOOP	40	DM	BANANAS			Р	CRT		CBW	HL	СВ	42	(\$5.00	\$210.00	
	В			40	DM	BANANAS			Р	6	CR	CBW	HL	CB	12		\$15.00	\$180.00	
	В			40	DM	BANANAS			Р		CR	CBW	HL	СВ	6		\$15.00	\$90.00	
	В			40	DM	BANANAS			Р	6	CR	CBW	HL	СВ	6		\$15.00	\$90.00	
	В			40	RO	BANANAS			Р		GU	CBW	HL	СВ	48		\$10.00	\$480.00	
	В			40	RO	BANANAS			Р		GU	CBW	HL	СВ	96		\$10.00	\$960.00	
	В	24C		10	DM		24-COUNT BOX		Р		GU	CBW	HL	СВ	30		\$4.50	\$135.00	
	В	24C		10	DM	BANANA DM	24-COUNT BOX		Р		CR	CBW	HL	CB	30		\$4.50	\$135.00	
	Р	005	MD	25	DM	FRESH PINE	APPLES		Р	L	CR	CBW	HL	CB	2		\$11.00	\$22.00	
	Р	007	MD	25	DM	FRESH PINE	APPLES		Р		CR	CBW	HL	СВ	30		\$11.00	\$330.00	
	P.	007	MD	25	DM	FRESH PINE	APPLES		P		CR	CBW	HL	CB	70		\$11.00	\$770.00	
	HP	012			DM	HARPER CAN	NTALOUPES		Р		GU	CBW	HL	CB	112		\$14.50	\$1,624.00	
	HD	005			RO	HONEYDEW		20	Р		GU	CBW	HL	CB	57		\$13.50	\$769.50	
	AV	060	HS	25	DM	HASS 60CT U	JS-CERTIFIED		Р	CUS	MX	CBW	CB	CB	30		\$32.00	\$960.00	
	AV	060	H2	25	NL	AVOCADOS:	HASS 60CT #2				MX	CBW	MX	CB	30		\$28.00	\$840.00	
	WM	005		65	NL	WATERMELO	N: SDLS 5CT 65#				GU	CBW	HL	CB	5		\$27.00	\$135.00	
	HP	009			DM	HARPER CAI	NTALOUPES		P		CR	CBW	HL	CB	8		\$16.00	\$128.00	
	HP	015			DM	HARPER CAI	NTALOUPES		Р		CR	CBW	HL	CB	16		\$15.00	\$240.00	
	XP			65		BLUE CHEP	PALLETS				US	CBW	HL	ÇB	5		\$0.00	\$0.00	

CRH 27109 5-7-13

INVOICE

Ch 3/100:00



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

Ship To:

MULTI FRESH INC 250 GREY FLAT RD

BECKLEY WV 258018533

Page 1 of 1

Invoice	#	Invoice	Date		Ship Dale	Order #	PO #1				PO#	2		AWB/Tra	iler#	Manifest #
26002	200	04/19	9/201	3	04/18/2013	2600200	Keith									AB131552A
PRODUCT DESCRIPTION OR WHS UP SP QTY PRICE TO											TOTAL					
G		CN		DM	GRAPES		Р	DZ	СН	CBW	GC	СВ	50	(\$27.00	\$1,350.00
G		TH		DM	GRAPES		Р	CB	СН	CBW	GC	CB	25		\$23.00	\$575.00
В			40	RO	BANANAS		Р		GU	CBW	HL	CB	48		\$11.00	\$528.00
P	005	MD	25	DM	FRESH PINE	APPLES	Р	L	CR	CBW	HL	CB	3		\$11.00	\$33.00
HD	006			NL	HONEYDEWS	S: MELON 6CT 28#			MX	CBW	CB	CB	20		\$15.00	\$300.00
AV	060	HS	25	DM	HASS 60CT L	JS-CERTIFIED	Р	CUS	MX	CBW	MX	СВ	10		\$32.00	\$320.00

Invoice Total Please Remit In U.S. Dollars

\$3,106.00

Sales Person: 424

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 montin. 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



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



PLEASE NOTE NEW REMITTANCE ADDRESS:

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

INVOICE

Number Date Ship

Pay Terms

0889937A 04/18/13 04/18/13

NET 30 DAYS

Page of 2

Sold To: MULTIFRESH INC(CROOK

BROTHERS) 250 Grey Flats Road BECKLEY, WV 25801 Ship To:

MULTIFRESH INC(CROOK

BROTHERS)

250 Grey Flats Road BECKLEY, WV 25801

Sales Terms:

DELIVERED SALE

0889937A

Salesperson:

Dave Plinck

Carrier: FLAT CREEK TRAN

Trailer Licence: St: AL

Order: Sale Type: **DELIVERED SALE** Cust PO: Currency:

Description	Pack Size	Origin	Quantity	* Price	Amount
BROCCOLI FLORETTES 4/3#	CASE	USA	60	12.60	756.00
BROCCOLI CROWNS 20#	CASE	USA	8	9.35	74.80
CAULIFLOWER FLORET 2/3#	CASE	USA	30	9.20	276.00
LETTUCE CHOPPED 4/5#	CASE	USA	30	9.00	270.00
LETTUCE GREEN LEAF 24 LINER	CASE	USA	10	9.65	96.50
LETTUCE GREEN LEAF FILET 2/5#	CASE	USA	20 '	12.25	245.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	10	11.15	111.50
TUSCAN SALAD MIX 8#	CASE	USA	4	8.90	35.60
LETTUCE SHRED 1/4" CTN 4/5#	CASE	USA	90	9.00	810.00
LETTUCE ROMAINE FILLETS 2/5#	CASE	USA	3	12.25	36.75
LETTUCE ROMAINE CHOPPED 6/2#	CASE	USA	45	10.85	488.25
ONION GREEN 4/12CT	CASE	USA	10	10.40	104.00
RADICCHIO 12	CASE	USA	3	12.15	36.45
SPINACH BABY LEAF 4#	CASE	USA	60	7.15	429.00
SPINACH CELLO 4/2.5#	CASE	USA	15	10.40	156.00
SPINACH CELLO 12/10	CASE	USA	30	10.40	312.00
SPINACH CELLO 4/2.5#	CASE	USA	35	10.40	364.00
SPRING MIX 3#	CASE	USA	230	5.00	1150.00
SPRING MIX 3/1#	CASE	USA	100	5.00	500.00
SPRING MIX 4/3#	CASE	USA	5	16.90	84.50
SPINACH HEIRLOOM BLEND 2/2#	CASE	USA	5	9.65	48.25
SPINACH HEIRLOOM BLEND 2/2# ALL RED	CASE	USA	5	10.15	50.75
STRAWBERRY 8/1#	CASE	USA	20	12.40	249.00
STRAWBERRY CLAMSHELL 4/2#	CASE	USA	20	12.40	248.00
TECTROL	FEE	OJA	1	30.00	248.00
	,		1	30.00	30.00

* INVOICE TOTAL

CONT

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



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

Fax: 847-808-3246

ONION RED JUMBO

ONION RED JUMBO

FREIGHT A/R ONLY

PALLETS

PALLETS

ONION YELLOW JUMBO 25#

PLEASE NOTE NEW REMITTANCE ADDRESS:

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

INVOICE

Number Date /

0722001A 04/15/13

Ship 04/10/13 Pay Terms NET 30 DAYS

> Page of 1

Sold To:

MULTIFRESH INC(CROOK

BROTHERS)

250 Grey Flats Road BECKLEY, WV 25801 Ship To:

USA

USA

USA

USA

USA

MULTIFRESH INC(CROOK

BROTHERS)

250 Grey Flats Road BECKLEY, WV 25801

	A 1	DELIVERED SALE 0722001A	Salesperson: Sale Type: Currency:	jeffrey Weisman DELIVERED SA		Carrier: TR Trailer Licenc	RUSCOTT, IN	IC
	Description	/10 // 01/00/		Pack Size	Origin	Quantity	* Price	Amount
	POTATO ID 100	/10# PURPLE MESH		BIN	USA	2	96.00	192.00
t/	POTATO IDAHO			CASE	USA	49	4.90	240.10
大	POTATO IDAHO	100 CT		CASE	USA	42	4.90	205.80
	POTATO IDAHO			CASE	USA	77	4.90	377.30
	POTATO IDAHO			CASE	USA	42	4.90	205.80
	POTATO IDAHO			CASE	USA	77	4.40	338.80
	POTATO IDAHO			CASE	USA	14	4.40	61.60
	POTATO IDAHO	10/5# PURPLE MESH		CASE	USA	22	5.40	118.80
	POTATO IDAHO	5/10# PURPLE MESH		CASE	USA	42	4.40	BWCCOACCOCANG
	ONION YELLOW			SACK 50#	USA	225	9.40	184.80
	ONION YELLOW			SACK 50#	USA	45	1	2115.00
	ONION YELLOW			SACK 50#	USA	90	7.40	333.00
	ONION YELLOW			SACK 50#	USA	25	8.40	756.00
	ONION YELLOW	′ JUMBO 5/10#		SACK 50#	USA	. 5	11.20	280.00
	ONION DED IIIK	ADO		5. 15.1 507	UJA	10	11.90	119.00

* INVOICE TOTAL

SACK 25#

SACK 10/5

SACK 25#

EACH

EACH

FEE

929

5

20

11

10

1

120

11.90

22.90

47.90

5.40

7.00

6.50

5250.00

14015.50 .00

119.00

2748.00

239.50

108.00

77.00

65.00

5250.00

14015.50

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





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

Fax: 678-947-3030

INVOICE

Number Date

Ship

0889937A 04/18/13 04/18/13

Pay Terms

NET 30 DAYS

Page 2 of 2

PRODUCE ALLIANCE, LLC

REMITTANCE ADDRESS:

P.O. BOX 66452

PLEASE NOTE NEW

CHICAGO, IL 60666-0452

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

Order: Cust PO:	ΦELIVERED SALE 0889937A	Salesperson: Sale Type: Currency:	Dave Plinck DELIVERED S	ALE	Carrier: FLAT CREEK TRAN Trailer Licence: St: AL			
Description			Pack Size	Origin	Oversit	* 5 1		
TRAWBERRY 8	3/1#		CASE	USA	Quantity	* Price	Amoun	
TECTROL PECORDER			FEE	OSA	216	9.90	2138.40	
RECORDER			FEE		2	30.00	60.00	
BROCCOLI 14 C			CASE	USA	1	25.00	25.00	
ROCCOLI 18 C			CASE	USA	24	7.35	176.40	
ROCCOLI CRO	WNS 20#		CASE	USA	8	7.85	62.80	
ROCCOLINI 18	СТ		CASE	USA	32	9.35	299.20	
RUSSEL SPROI	JTS 25#		CASE	MEXICO	2	19.85	39.70	
AULIFLOWER 1	2 CT	1	CASE	USA	2	15.85	31.70	
ELERY 24 CT		\	CASE	MEXICO	28	22.35	625.80	
ELERY SLEEVE	D 24 CT \		CASE	MEXICO	24	14.35	344.40	
ILANTRO 30 C		V	CASE		16	15.85	253.60	
NISE/FENNELL	24		CASE	USA	40	7.35	294.00	
EEK 12			CASE	USA	1	21.35	21.35	
ETTUCE GREEN	LEAF 24CT		CASE	USA	2	9.85	19.70	
ETTUCE ICEBE	RG LINER 24CT		CASE	USA	42	7.35	308.70	
- I TUCE ICEBE	RG 24CT TRIMMED		CASE	USA	240	13.35	3204.00	
TTUCE ICEBE	RG WRAPPED 24			USA	27	14.35	387.45	
TTUCE ROMA	INE 4/6 CT		CASE	USA	40	14.35	574.00	
TIUCE ROMA	INE LINER 24 CT		CASE CASE	USA	10	8.35	83.50	
TTUCE ROMA	INE HEARTS 12/3 CT			USA	35	7.35	257.25	
: LLUCE ICEBEI	RG LINER 24CT		CASE	USA	63	10.35	652.05	
TIUCE ROMA	INE LINER 24 CT		CASE	USA	40	11.05	442.00	
LERY STICK 4	/5#		CASE	USA	35	10.75	376.25	
REIGHT A/R ON	ILY		CASE	USA	20	19.85	397.00	
			FEE		1	6600.00	6600.00	
		* IN	VOICE TOTAL					

.00

24635.60

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

PO 338666

Virginia Produce Company, Inc

Post Office Box 40 57 Industrial Park Boulevard Hillsville, VA 24343



Invoice

Date	Invoice #	
4/18/2013	26402	

THIS LOAD IS TO BE TRANSPORTED Bill To Account # AT THE TEMPERATURE INDICATED Crook Brothers (CUSTOMER) 599 Market Road Beckley, WV 25801 USA

Temperature P.O. Number Pallets Out OK

**** DRIVER INSTRUCTIONS ****

Customer Phone 304-252-7711

Customer Fax 304-461-0465

Load/Trailer Cond

Net 15

Terms

								, ,	
Quantity		Description		U/M	Ori	gin	Lot No.	Price Each	Amount
79	Head L	ettuce 24ct		C24ct	US	SA	038108	18.00	1,422.00
/80	Tomato	5x6 & Lgr USA		C25#	US	SA	001	12.00	960.00
80 50 35 35		omatoes 12-1pt Ca	ırton	CS12pt	US	SA	001	9.00	450.00
135		Cabbage 50# Ctn 14	l-16 ct	C50#-14-16ct		SA		8.00	280.00
35	Tangeri	nes 10-3#bags		B4/5	US	SA	000109	11.00	385.00
) ar	my Ric	K	U	, BY	Bren	+
Phone	e #	Fax#		E-mail		Total			¢2 407 00
276-728	-7525	276-728-7237	vaprodu	ıce@yahoo.coı	n				\$3,497.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Secton 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."

"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 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 and attorney's fees are sums owing in connection with the produce transaction."