



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

Solicitation

NUMBER
DPS1320

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

VENDOR

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

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED
01/02/2013

BID OPENING DATE: **01/24/2013** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28		69408.00
FRESH FRUITS AND VEGETABLES						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE FRESH FRUITS AND VEGETABLES FOR THE WV STATE POLICE ACADEMY, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DPS1320 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
***** THIS IS THE END OF RFQ DPS1320 ***** TOTAL:						69408.00
01/24/13 01:25:10 PM West Virginia Purchasing Division						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up (<u> </u> %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total*
Fruits								
1	APPLES, red, delicious, min US Fancy Gr, 100 count.	40		15.00	20 %	18.00	400 CASE/ 16,000 lb	7,200.00
2	Asparagus, Green	11		15.00	20 %	18.00	200 CASE/ 2,200 lb	3,600.00
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40		* 4.50	20 %	5.40	800 CASE/ 32,000 lb	4,320.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	18		* 9.00	20 %	10.80	900 CASE/ 16,200 lb	9,720.00
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38		7.75	20 %	9.30	400 CASE/ 15,200 lb	3,720.00
6	Melon, Honeydew, US No. 1	25		8.00	20 %	9.60	150 CASE/ 3,750 lb	1,440.00
7	Oranges, US No. 1, Valencia and Navel	40		9.00	20 %	10.80	400 CASE/ 16,000 lb	4,320.00
8	Strawberries, US No 1, 6 pints per flat	9		6.00	20 %	7.20	100 FLATS	720.00
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50		16.00	20 %	19.20	250 CASE/ 12,500 Lb	4,800.00
Vegetables								
10	Broccoli, US No. 1	20		12.25	20 %	14.70	100 CASE/ 2,000 lb	1,470.00
11	Cabbage, Green, U.S. No 1,	50		7.00	20 %	8.40	200 CASE/ 10,000 lb	1,680.00
12	Carrot, topped, US No. 1,	50		11.75	20 %	14.10	250 CASE/ 12,500 lb	3,525.00
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50		12.00	20 %	14.40	200 CASE/ 10,000 lb	2,880.00
14	Cucumbers, 85% U.S. No. 1	50		8.00	20 %	9.60	300 CASE/ 15,000 lb	2,880.00

Vendor's Costs for the week of June 17, 2012 through June 23, 2012 shall be used for all items. (Bid Document Instructions: A & B.)

15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	30		*	6.50	20 %	7.80	300 CASE/ 9,000 lb	2,340.00
16	ROMAINE, FRESH, issued by lb	36			7.75	20 %	9.30	100 CASE/ 3,600 lb	930.00
17	Onions, Yellow	50			6.75	20 %	8.10	150 CASE/ 7,500 lb	1,215.00
18	Potatoes, Baking, Idaho, U.S. No.1,	50			5.00	20 %	6.00	400 BAG/ 20,000 lb	2,400.00
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50		*	5.10	20 %	6.12	200 BAG/ 10,000 lb	1,224.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	25		*	9.50	20 %	11.40	400 CASE/ 1,000 lb	4,560.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25			6.00	20 %	7.20	160 BAG/ 4,000 lb	1,152.00
Miscellaneous Processed Items									
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5		*	4.66	20 %	5.59	200 CASE/ 1,000 lb	1,118.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20			9.00	20 %	10.80	100 CASE/ 2,000 lb	1,080.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20			10.95	20 %	13.14	100 CASE/ 2,000 lb	1,314.00
Vendor's Costs for the week of 12/30/2012 through 01/05/2013 shall be used for all items. (Bid Document Instructions: A & B.)								Grand Total	69,408.00

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

Restocking Fee for Item order in error by state agency: 0 Restocking Fee.
 Charge for Second Weekly Delivery..... 0

Documentation of Vendor's Cost (legible copies of supplies and bills of lading) shall be submitted for the following items to demonstrate the vendor's cost per unit. For purpose of evaluation, **Vendor's Costs for the week of 12/30/2012 through 01/05/2013 shall be used.** (See Bid Document Instructions: A & B)

	Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	DEL MONTE, CROOK BROTHERS,	4.50
4*	Grapes, red, seedless, US No. 1 Table Gr,	VIRGINIA PRODUCE, CROOK BROTHERS,	9.00
11*	Cabbage, U.S. No. 1, 200 cs./1000 lbs.	ANDREWS FARM, CROOK BROTHERS,	7.00
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	PRODUCE ALLIANCE, CROOK BROTHERS	6.50
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	TRIPLE G FARMS, CROOK BROTHERS	5.10
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	GRANT CO. FOODS, CROOK BROTHERS	7.00
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	PRODUCE ALLIANCE, CROOK BROTHERS	18.65

Vendor's Costs for the week of 12/30/2012 through 01/05/2013 shall be used.

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT: KENNETH CROOK
CROOK BROTHERS 250 GREY FINCH ROAD Beckley, WV 25801	Telephone: (304) 252-7711 FAX: (304) 252-3020 Email: KENNETH@CROOKBROS.COM

SIGNATURE:



DATE:

1/23/13

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

CERTIFICATION AND SIGNATURE PAGE

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

CROOK BROTHERS
(Company)

[Handwritten Signature]
(Authorized Signature)

KENNETH CROOK
(Representative Name, Title)

(304) 252-7711 (304) 252-3020
(Phone Number) (Fax Number)

1/23/13
(Date)

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

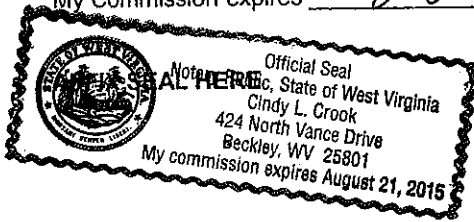
Authorized Signature: [Signature] Date: 1/23/13

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 23 day of January, 2013.

My Commission expires 8-21-2015, 20 .



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

VENDOR PREFERENCE CERTIFICATE

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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: CROOK BROTHERS
Date: 1/23/13

Signed: [Signature]
Title: President

PO 33048

Virginia Produce Company, Inc.

Invoice

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

Date	Invoice #
1/4/2013	25964

Bill To	Account #		
Crook Brothers (CUSTOMER) 599 Market Road Beckley, WV 25801 USA			
Customer Phone		Customer Fax	
304-252-7711		304-461-0465	

**** DRIVER INSTRUCTIONS **** THIS LOAD IS TO BE TRANSPORTED AT THE TEMPERATURE INDICATED	
Temperature	50 F
P.O. Number	
Pallets Out	6/9 OK
Terms	Net 15
Load/Trailer Cond	LPNCK

Quantity	Description	U/M	Origin	Price Each	Amount
40	Honeydew Melon	C6ct	MEXICO	7.50	300.00
59 59	Apples		USA	15.00	885.00
60	Green Bell Peppers Chopper 1.1/9th Bushel	BC9	USA	10.00	600.00
10	Yellow Med S/N Squash 1/2 Bushel ctn	B.5	USA	12.00	120.00
70	Grape		USA	9.00	630.00
30	USA Cherry Tomato 12.1pt	CS12pt	USA	12.00	360.00
20	Roma XLg USA 25#	C25#	USA	17.00	340.00
6	USA Tomato Grape 20lb Bulk	C20#	USA	16.75	100.50
<p>27 Red Big Apples - Send In on Following Mon Day. Kestler.</p>					
Phone #	Fax #	E-mail		Total	\$3,335.50
276-728-7525	276-728-7237	vaproduce@yahoo.com			

"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."

"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."

PO 33015

(MO)

Invoice



Andrews Farming Co., LLC

226 Autumn Leaf Lane

Galax, Va 24333

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

Growers and Shippers of
Cabbage-Onions-Pumpkins

Date 1/3/2013

Invoice # 17029

Bill To

CROOK BROTHERS
599 MARKET ROAD
BECKLEY, WV 25801

Ship To

250 GREY FLATS ROAD
BECKLEY, WV 25801

P.O. No.	Pay Terms	Ship Date	Via	Carrier	
	NET 21	1/3/2013	Truck	Andrews Farming Co.	
Quantity	Item	Description	Price Each	Amount	
120	200	BAGGED CABBAGE PRODUCE OF USA	7.50	900.00	
120	200	BAGGED CABBAGE PRODUCE OF USA	7.00	840.00	
5	215	CARTON RED CABBAGE PRODUCE OF USA	16.50	82.50	
25	210	CARTON GREEN CABBAGE PRODUCE OF USA	12.50	312.50	

Sal Villaneda
01-04-13
Temp 400

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

Total \$2,135.00

www.andrewsfarming.com

info@andrewsfarming.com



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

PO 33018

(M)

INVOICE

Number 0886548A
 Date 01/02/13
 Ship 12/27/12
 Pay Terms NET 30 DAYS

Page 1 of 2

PLEASE NOTE NEW
 REMITTANCE ADDRESS:

PRODUCE ALLIANCE, LLC
 P.O. BOX 66452
 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

Sales Terms: FOB SALE	Salesperson: Dave Plinck	Carrier: FLAT CREEK TRAN
Order: 0886548A	Sale Type: FOB SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
CELERY 36 CT	CASE	USA	32	12.00	384.00
CELERY SLEEVED 30 CT	CASE	USA	16	13.50	216.00
CILANTRO 4/1#	CASE	USA	2	9.40	18.80
ONION GREEN 4/12CT	CASE	USA	8	10.40	83.20
SPINACH CELLO 4/2.5#	CASE	USA	20	10.15	203.00
SPINACH CELLO 12/10	CASE	USA	20	10.15	203.00
SPRING MIX 3#	CASE	USA	320	5.00	1600.00
LEMON STANDARD 115 CT	CASE	USA	35	11.40	399.00
LEMON CHOICE 165 CT	CASE	USA	54	14.65	791.10
LEMON STANDARD 200 CT	CASE	USA	54	11.90	642.60
BROCCOLI 14 CT	CASE	USA	32	12.25	392.00
BROCCOLI 18 CT	CASE	USA	8	12.75	102.00
BROCCOLI CROWNS 20#	CASE	USA	48	14.25	684.00
BROCCOLINI 18 CT	CASE	USA	2	19.80	39.60
LETTUCE GREEN LEAF 24 LINER	CASE	USA	84	6.50	546.00
LETTUCE GREEN LEAF 4/6 CT	CASE	USA	10	7.50	75.00
LETTUCE GREEN LEAF FILLET 10#	CASE	USA	20	12.25	245.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	320	6.50	2080.00
LETTUCE ICEBERG WRAPPED 24	CASE	USA	80	7.50	600.00
LETTUCE ROMAINE LINER 24 CT	CASE	USA	70	6.75	472.50
LETTUCE ROMAINE 4/6 CT	CASE	USA	10	7.75	77.50
LETTUCE ROMAINE HEARTS 12/3 CT	CASE	USA	56	12.25	686.00
LETTUCE ROMAINE HEARTS 48 CT	CASE	USA	5	13.25	66.25
LEMON STANDARD 115 CT	CASE	USA	27	17.70	477.90
ORANGES NAVEL 113 SIZE CHOICE	CASE	USA	54	9.70	523.80
FREIGHT A/R ONLY	FEE		1	6600.00	6600.00
INVOICE TOTAL			1388		18208.25
					.00
					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. 490(c)]. The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived for these commodities, and any receivables or proceeds from the sale of these commodities until the full payment is received. This invoice may not reflect any rebates or discounts of any kind granted to customer. A service charge of 1-1/2% per month (18% per year) will be assessed on all past due accounts. Any legal action to enforce our rights hereunder shall include the service charge stated above, collection costs and expenses and attorney's fees.



Custom Pak Inc.
 P.O. Box 3088
 Immokalee, FL 34143
 (239) 657-4421

"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."

INVOICE

Invoice #: 449440
 Invoice: 01/03/13
 Ship: 01/03/13
 Due: 01/13/13
 Pay Terms: Net 10

Sold To: Crook Brothers
 250 Grey Flats Road
 Beckley WV 25801-5873

Ship To: Crook Brothers
 250 Grey Flats Road
 Beckley WV 25801-5873

Sale Terms: F.O.B.	Salesperson: Neal Sword	Carrier: Justus Truck Lines, Inc.
Order: 01/03/13	Via:	Trailer lic: St:
Cust PO:	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
NPC 25# 5X6 Tomatoes USA	10	box	19.00	190.00
Green 25# 5x6 Tomatoes USA	5	box	20.95	104.75
12/1 pt Flat Cherry Tomato USA	10	flat	12.50	125.00
25# Bulk Tomatoes USA	80	box	9.50	760.00
10# box Jalapeno Bell Pepper Mexico	10	box	12.00	120.00
40# Caribe Bell Pepper Mexico	5	box	19.00	95.00
Chopper Green Bell Pepper USA	60	box	12.00	720.00
24 ct Ctn Carton Cucumber USA	20	ctn	8.00	160.00
Box Select Cucumber USA	40	box	12.00	480.00
3 Count Select Cucumber USA	30	box	3.00	90.00
12 Count Select Cucumber USA	75	box	4.25	318.75
12 Count Green Bell Pepper USA	40	box	4.25	170.00
Chep Pallets				.00
Pallets	9			.00
INVOICE TOTAL:	385			3,333.50

ALL SALES SUBJECT TO PACA TRUST REGULATIONS

All Price or manifest discrepancies must be cleared immediately upon receipt of invoice. Unpaid items beyond 30 days past due subject to 1 1/2% per month (18% A.P.R.).

- . All sales FOB no grade contracts. PACA good delivery standards apply.
- . Interest will accrue on any past-due balance at the rate of 1.5% per month (18% per annum).
- . Buyer agrees to pay all costs of collection including attorneys' fees and costs as sums owed in connection with this transaction in the event collection action becomes necessary.
- . Payments terms: PACA full payment promptly.

Triple G Brokerage, LLC

5407 Oak Orchard Rd.

Elba, NY 14058

Phone (585) 589-4134

Fax (585) 589-1316

Invoice

Date	Invoice #
1/2013	28482

Bill To
Crook Brothers 250 Grey Flats Rd. Beckley, WV 25801-5873

Ship To
<i>[Handwritten signature]</i>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	PHONE
				L & M			
Quantity	Item Code	Description				Price Each	Amount
150	50YO #2	50# Yellow Onions #2 <i>PAS</i>				6.75	1,012.50
100	50YO	50# Yellow Onions				13.40	1,340.00
100	50Cab	50# Cabbage				7.25	725.00
* 450	50CP	50# Cull Potatoes				5.10	2,295.00
40	16-3YO	16-3# Yellow Onions				14.75	590.00
19	Pallets	Pallets				6.00	114.00
<div style="border: 1px solid black; display: inline-block; padding: 2px;">PRODUCT OF USA</div> <p>"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 the 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."</p>							
Pallets ____ In ____ Out							
Total						\$6,076.50	



P.O. # 55164



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

Number 0886854A
Date 01/04/13
Ship 01/04/13
Pay Terms NET 30 DAYS

Page
1 of 2

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

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

Sales Terms: DELIVERED SALE	Salesperson: Dave Plinck	Carrier: FLAT CREEK TRAN
Order: 0886854A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	Price	Amount
CELERY 48 CT	CASE	USA	32	8.65	276.80
CELERY 30 CT	CASE	USA	16	11.65	186.40
CELERY SLEEVED 30 CT	CASE	USA	16	13.65	218.40
ONION GREEN 4/12CT	CASE	MEXICO	20	10.40	208.00
SPINACH BABY LEAF 4#	CASE	USA	40	7.15	286.00
SPINACH CELLO 4/2.5#	CASE	USA	10	10.15	101.50
SPRING MIX 3#	CASE	USA	250	5.00	1250.00
★ LETTUCE SHRED 1/8" CTN 4/5# ★	CASE	USA	45	9.00	405.00
SALAD MIX 50-50 4/5#	CASE	USA	180	9.25	1665.00
SALAD ROMAINE BLEND SEP COLOR	CASE 4/5#	USA	43	10.95	470.85
CARROTS BABY PEELED 30/1#	CASE	USA	20	17.90	358.00
CARROTS BABY PEELED 4/5#	CASE	USA	25	12.90	322.50
CARROTS CELLO 48/1#	CASE	USA	10	14.30	143.00
CARROTS JUMBO 25#	SACK	USA	20	8.10	162.00
CARROTS JUMBO 50#	SACK	USA	40	15.30	612.00
CARROTS MATCHSTICK 4/5#	CASE	USA	10	10.40	104.00
CARROTS SNACK PACK 100/2 OZ	CASE	USA	15	10.90	163.50
CARROTS STICK 3/8" 4/5#	CASE	USA	5	18.65	93.25
BROCCOLI FLORETTES 4/3#	CASE	USA	4	12.75	51.00
BROCCOLI FLOTTES 2/3#	CASE	USA	10	10.00	100.00
CAULIFLOWER 12 CT	CASE	USA	27	10.25	276.75
CAULIFLOWER 30 CT	CASE	USA	40	8.75	350.00
LETTUCE GREEN LEAF 4/6 CT	CASE	USA	5	13.25	66.25
LETTUCE GREEN LEAF FILET 2/5#	CASE	USA	35	12.25	428.75
LETTUCE ICEBERG LINER 24CT	CASE	USA	40	11.05	442.00
LETTUCE ICEBERG 24CT TRIMMED	CASE	USA	56	14.25	798.00

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 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.