



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

Solicitation

NUMBER
DPS1349

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
05/22/2013

BID OPENING DATE: **06/11/2013** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28	<u>103,459.30</u>	<u>103,459.30</u>
<p>FRESH FRUITS AND VEGETABLES</p> <p>OPEN-END CONTRACT</p> <p>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.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DPS1349 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM 						
***** THIS IS THE END OF RFQ DPS1349 ***** TOTAL:						<u>103,459.30</u>

06/11/13 11:25:09 AM
 West Virginia Purchasing Division

W. D. Crook TELEPHONE **(304) 252-7711** DATE **6/7/13**
 SIGNATURE FEIN **550-6938140** ADDRESS CHANGES TO BE NOTED ABOVE

IN 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.....	25 %
2. Vegetables	25 %
3. Miscellaneous Processed Items.....	25 %

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package (Vendor should complete this column).	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up (25 %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
Fruits								
1	APPLES, red, delicious, min US Fancy Gr, 100 count.	40	Apples, RED FANCY 100CT.	22.00	25 %	27.50	400 CASE/ 16,000 lb	11,000.00
2	Asparagus, Green	11	ASPARAGUS, GREEN 11lb	17.90	25 %	22.38	200 CASE/ 2,200 lb	4,476.00
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lc. 5.	40	BANANAS, YELLOW 40lb	5.00	25 %	6.25	800 CASE/ 32,000 lb	5,000.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	18	GRAPES RED SEEDLESS US #1	26.00	25 %	32.50	900 CASE/ 16,200 lb	29,250.00
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	CANTALOUPE US #1 15CT.	8.00	25 %	10.00	400 CASE/ 15,200 lb	4,000.00
6	Melon, Honeydew, US No. 1	25	MELON HONEYDEW 25lb	9.00	25 %	11.25	150 CASE/ 3,750 lb	1,687.50
7	Oranges, US No. 1, Valencia and Navel	40	ORANGES NAVAL 113CT. 40lb	12.40	25 %	15.50	400 CASE/ 16,000 lb	6,200.00
8	Strawberries, US No. 1, 6 pints per flat	9	STRAWBERRIES 6/pint	3.50	25 %	4.38	100 FLATS	438.00
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case.	50	WATERMELON 1/4 pk seedless	13.70	25 %	17.13	250 CASE/ 12,500 lb	4,282.50
Vegetables								
10	Broccoli, US No. 1	20	Broccoli: 20lb 14/ct.	7.25	25 %	9.07	100 CASE/ 2,000 lb	907.00
11	Cabbage, Green U.S. No. 1,	50	CABBAGE, GREEN 50lb	7.50	25 %	9.38	200 CASE/ 10,000 lb	1,876.00
12	Carrot, topped, US No. 1,	50	CARROTS, Topped 50lb	11.90	25 %	14.88	250 CASE/ 12,500 lb	3,720.00
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen bulk pack	50	CELERY, PASCAL 30CT.	18.00	25 %	22.50	200 CASE/ 10,000 lb	4,500.00
14	Cucumbers, 85% U.S. No. 1	50	Cucumbers us #1 50#	7.50	25 %	9.38	300 CASE/ 15,000 lb	2,814.00

Vendor's Costs for the week of February 10, 2013 through February 16, 2013 shall be used for all items. (Bid Document Instructions: A & B.)

00000000

15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, in 1 pkg,	30	LETTUCE Iceberg 24ct.	* 6.75	25 %	8.44	300 CASE/ 9,000 lb	2532.00
16	ROMAINE, FRESH, issued by lb	36	Romaine 24 hd., 3/6 lb	6.75	25 %	8.44	100 CASE/ 3,600 lb	844.00
17	Onions, Yellow	50	ONIONS YELLOW 50 lb	9.00	25 %	11.25	150 CASE/ 7,500 lb	1687.50
18	Potatoes, Baking, Idaho, U.S. No.1,	50	Potatoes Baking 50 lb	8.00	25 %	10.00	400 BAG/ 20,000 lb	4,000.00
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	Potatoes white #1 50# 8-12oz.	* 4.40	25 %	5.50	200 BAG/ 10,000 lb	1,100.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	25	Tomatoes us #1 25 lb	* 9.00	25 %	11.25	400 CASE/ 1,000 lb	4,500.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25	TURNIPS us #1, 25 lb	6.50	25 %	8.13	160 BAG/ 4,000 lb	1,300.80
Miscellaneous Processed Items								
22*	Celery, Sticks, JS No. 1 Gr, Chilled. 5 lb	5	CELERY Stix 5 lb	* 4.97	25 %	6.22	200 CASE/ 1,000 lb	1,244.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20	LETTUCE SHREDDED 4/5 lb	9.00	25 %	11.25	100 CASE/ 2,000 lb	1,125.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20	Tomatoes 4/5 lb Sliced 20#	39.80	25 %	49.75	100 CASE/ 2,000 lb	4975.00
Vendor's Costs for the week of May 5, 2013 through May 11, 2013 shall be used for all items. (Bid Document Instructions: A & B.)							Grand Total	103,459.30

* 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: Ø Restocking Fee.
 Charge for Second Weekly Delivery..... Ø

103,459.30

000000

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 05/05/2013 through 05/11/2013 shall be used.** (See Bid Document Instructions: A & B)

	Fresh Produce U.S. No. 1	<u>Supplier company name, bidder company name, invoice date, item description, quantity and price.</u>	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 BROS. 5/08/13 BANANAS YELLOW 20, 5.00	5.00
4*	Grapes, red seedless, US No. 1 Table Gr,	CASTELLINI, CROOK BROS. 5/09/13 GRAPES SEEDLESS RED, 20, 26.00	26.00
11*	Cabbage, U S. No. 1, 200 cs./1000 lbs.	ANDREWS FARM, CROOK BROS. 5/07/13 CABBAGE GREEN 50 [#] , 105, 7.50	7.50
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, in 1 pg,	PRODUCE ALLIANCE, CROOK BROS. 5/09/13 LETTUCE 24ct. 160, 6.75	6.75
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	PRODUCE ALLIANCE, CROOK BROS. 4/15/13 POTATOES 50 [#] , 77, 4.40	4.40
20*	Tomatoes, 5% U.S. No. 1, light red to red, 2-1/2 in min dia.	WHITWORTH SALES, CROOK BROS. 4/29/13 TOMATOES ^{#1} SELECT 80, 9.00	9.00
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	PRODUCE ALLIANCE, CROOK BROS. 4/29/13 CELERY STIX 140, 4.97	4.97

Vendor's Costs for the week of 05/05/2013 through 05/11/2013 shall be used.

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT:
CROOK BROTHERS 250 GREY FLATS ROAD Berkeley, CA 94701	Telephone: (304) 252-7711 FAX: (304) 461-0466 Email: Kenneth@crookbras.com

SIGNATURE: *Kenneth Crook* DATE: 6/7/13

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

000000

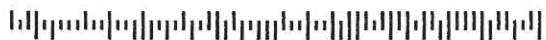
INVOICE



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

6/7/13
 Ch# 27274
 61 393.00



Bill To:
 CROOK BROTHERS WHOLESALE
 599 MARKET RD

4 **Ship To:**
 MULTI FRESH INC
 250 GREY FLAT RD

BECKLEY WV 25801-8533

BECKLEY WV 258018533

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2612611	05/08/2013	05/06/2013	2612611	Keith			ARA1318

PRODUCT DESCRIPTION				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	40	DM	BANANAS	P	GU	CBW	PM CB	24	\$16.00	\$384.00
B	40	DM	BANANAS	P	CR	CBW	PM CB	24	\$16.00	\$384.00
B	40	RO	BANANAS	P	GU	CBW	GA CB	96	\$12.00	\$1,152.00
B	40	DM	BANANAS	P	CR	CBW	PM CB	4	\$5.00	\$20.00
B	40	DM	BANANAS	P	CR	CBW	PM CB	20	\$5.00	\$100.00
CA	015	NL	CANTALOUPE	P	MX	CBW	CB CB	112	\$14.00	\$1,568.00
CA	012	NL	CANTALOUPE	P	GU	CBW	CB CB	16	\$17.00	\$272.00
PN	50	DM	PLANTAINS	P	CO	CBW	HL CB	1	\$23.00	\$23.00
HD	006	NL	HONEYDEWS: MELON 6CT 28#		MX	CBW	CB CB	70	\$15.00	\$1,050.00
BP	024	Y 11	DM BELL PEPPERS	P	DRC	CR	CBW HL CB	10	\$16.00	\$160.00
AV	060	H2 25	NL AVOCADOS: HASS 60CT #2		MX	CBW	MX CB	20	\$28.00	\$560.00
AV	048	HS 25	DM HASS 48CT US-CERTIFIED	P	CUS	MX	CBW MX CB	15	\$36.00	\$540.00
B	24C	10	DM BANANA DM 24-COUNT BOX	P	GU	CBW	GA CB	40	\$4.50	\$180.00
XP	65		BLUE CHEP PALLETS		US	CBW	HL CB	2	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars	\$6,393.00
---	-------------------

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 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



Castellini Company LLC
Club Chef LLC
Grant County Foods LLC

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

PO 340570 (m)

BILL OF LADING

ORDER DATE	DUE DATE	BILL OF LADING NUMBER	PAGE
5/29/13	5/29/13	1054323	

Page 1 of 1

DELIVER TO:

Group of Companies
 250 West 11th St
 Billings, WY 82801

INVOICE TO:

Group of Companies
 250 West 11th St
 Billings, WY 82801

0729668

25501

INVOICE NUMBER	CUSTOMER FC NUMBER	CUSTOMER NUMBER	SHIP VIA	SALESMAN
7359078	18100	0729668	LOAD TO 1054323	DM

QUANTITY ORDERED	QUANTITY SHIPPED	ITEM	DESCRIPTION	PRODUCT OF	UNIT PRICE
20	/	150PP	OPEN PEPPER CLUSTER 10#	Canada	16.00
3	/	707011	TOMATO CLUSTER RED 11#	El Salvador	23.00
5	/	620221RT	PEPPER RED 11#	UNITED STATES	35.00
1	/	321YA	POTATO YUKON GOLD A 50#	Costa Rica	12.50
40	/	19270	PINEAPPLE GOLD 7CT	Chile	36.00
5	/	154P	GRAPE BLACK SDLS 18#	USA, PENNSYLVANIA	12.50
1	/	004213PS	MUSHROOM PORTABELLA SLICE	USA, ARIZONA	10.00
5	/	64014/1	RADISH RED 19/1#	United States	17.50
5	/	590	LEAF GREEN SINGLES 10#	United States	32.50
10	/	0042634	WATERMELON SDLS 4CT	USA, FLORIDA	28.00
2	/	1694	WATERMELON 4CT	Guatemala	17.50
8	/	16412	CANTALOUPE 12CT		
			2 WOOD PALLETS		
			Distribution Fee		30.00
105	105		TOTAL		2100.00

EVEN PALLET EXCHANGE

PALLETS IN _____ PALLETS OUT _____

BINS IN _____ BINS OUT _____

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

CUSTOMER'S SIGNATURE
 CUSTOMER

Danny

NET 3.113

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 5/7/2013

Invoice # 17856

Bill To

CROOK BROTHERS
599 MARKET ROAD
BECKLEY, WV 25801

Ship To

250 GREY FLATS ROAD
BECKLEY, WV 25801

6/7/13
Ch # 27282
10,717.50

P.O. No.	Pay Terms	Ship Date	Via	Carrier	
	NET 21	5/7/2013	Truck	Andrews Farming Co.	
Quantity	Item	Description	Price Each	Amount	
105	200	BAGGED CABBAGE PRODUCE OF USA	7.50	787.50	
140	200	BAGGED CABBAGE PRODUCE OF USA	8.00	1,120.00	
30	210	CARTON GREEN CABBAGE PRODUCE OF USA	10.50	315.00	
25	207	10 LBS. GREEN CABBAGE PRODUCE OF USA	5.50	137.50	
4	215	CARTON RED CABBAGE PRODUCE OF USA	17.50	70.00	
135	404	JUMBO YELLOW ONIONS PRODUCE OF USA	14.50	1,957.50	
30	403	25 LBS JUMBO RED ONIONS PRODUCE OF USA	19.00	570.00	
25	706	CUCUMBER 24 CT	7.50	187.50	
40	701	FRESH CUCUMBER-Select PRODUCE OF USA	9.50	380.00	
10	705	Cucumber Super Select	12.00	120.00	

Salvillanese
05-08-13
Temp 550

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5 (c) of the Perishable Agricultural Commodities

Act, commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Total \$5,645.00

www.andrewsfarming.com

info@andrewsfarming.com



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 0890522A
 Date 05/09/13
 Ship 05/09/13
 Pay Terms NET 30 DAYS

Page
 2 of 2

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

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

Sales Terms: DELIVERED SALE	Salesperson: Dave Plinck	Carrier: FLAT CREEK TRAN
Order: 0890522A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	* Price	Amount
ORANGES VALENCIA 113 SIZE CHO	CASE	USA	108	12.40	1339.20
ORANGES VALENCIA 138 SIZE CHO	CASE	USA	108	11.90	1285.20
ORANGES VALENCIA 6/8# CHOICE	CASE	USA	9	17.15	154.35
LEMON STANDARD 115 CT	CASE	USA	45	17.20	774.00
LEMON CHOICE 165 CT	CASE	USA	28	13.70	383.60
BROCCOLI 14 CT	CASE	USA	32	7.25	232.00
BROCCOLI CROWNS 20#	CASE	USA	24	8.75	210.00
CAULIFLOWER 12 CT	CASE	USA	35	8.25	288.75
CILANTRO 30 CT	CASE	USA	30	5.75	172.50
LETTUCE ICEBERG LINER 24CT	CASE	USA	160	6.75	1080.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	40	11.05	442.00
LETTUCE ROMAINE 24 CT	CASE	USA	40	6.75	270.00
LETTUCE ROMAINE 4/6 CT	CASE	USA	5	8.25	41.25
FREIGHT A/R ONLY	FEE		1	7000.00	7000.00

* INVOICE TOTAL **1575** **23506.15**
.00
23506.15

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

PLEASE NOTE NEW
 REMITTANCE ADDRESS:

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

P033830 (m)

INVOICE

Number 0722001A
 Date 04/15/13
 Ship 04/10/13
 Pay Terms NET 30 DAYS

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: TRUSCOTT, INC
Order: 0722001A	Sale Type: DELIVERED SALE	Trailer Licence: St: ID
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	* Price	Amount
POTATO ID 100/10# PURPLE MESH	BIN	USA	2	96.00	192.00
POTATO IDAHO 120 CT	CASE	USA	49	4.90	240.10
POTATO IDAHO 100 CT	CASE	USA	42	4.90	205.80
POTATO IDAHO 90 CT	CASE	USA	77	4.90	377.30
POTATO IDAHO 80 CT	CASE	USA	42	4.90	205.80
POTATO IDAHO 70 CT	CASE	USA	77	4.40	338.80
POTATO IDAHO 60 CT	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	184.80
ONION YELLOW JUMBO 50#	SACK 50#	USA	225	9.40	2115.00
ONION YELLOW JUMBO US2	SACK 50#	USA	45	7.40	333.00
ONION YELLOW MED	SACK 50#	USA	90	8.40	756.00
ONION YELLOW COLOSSAL	SACK 50#	USA	25	11.20	280.00
ONION YELLOW JUMBO 5/10#	SACK 50#	USA	10	11.90	119.00
ONION RED JUMBO	SACK 25#	USA	120	22.90	2748.00
ONION RED JUMBO	SACK 10/5	USA	5	47.90	239.50
ONION YELLOW JUMBO 25#	SACK 25#	USA	20	5.40	108.00
PALLETS	EACH	USA	11	7.00	77.00
PALLETS	EACH	USA	10	6.50	65.00
FREIGHT A/R ONLY	FEE		1	5250.00	5250.00

5/17/13
 Ch # 27195
 14,015.50

* INVOICE TOTAL 929 14015.50
 .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 hereunder shall include the service charge stated above, collection costs and expenses and attorney's fees.

DO 33946 (M)

Whitworth Sales, Inc.

11400 State Road 7

Boynton Beach, FL 33473

Phone: 561-364-8881 Fax: 561-364-9239

INVOICE

REVISED

Invoice #: 141750
 Invoice: Apr 29, 2013
 Ship: Apr 29, 2013
 Pay Terms: 10 AFT/Accept

Sold To: Crook Brothers
 250 Gray Flats Road
 Beckley WV 25801

Ship To: Crook Brothers
 250 Gray Flats Road
 Beckley WV 25801

Sale Terms: Delivered	Salesperson: John Whitworth IV	Carrier: PATTERSON
Order: Apr 26, 2013	Via:	Trailer lic: 8403CJ St: FL
Cust PO:	Currency: USD	Broker:

Description	Product Of	Quantity	UOM	Price	Amount
Pepper Green	USA	112	ctn	10.00	1,120.00
Pepper Green Suntan	USA	120	ctn	12.00	1,440.00
Pepper Jalapeno Bushel	USA	15	ctn	30.85	462.75
Pepper Hungarian Wax 1/2 Bushel	USA	5	ctn	14.85	74.25
Pepper Anaheim 1/2 Bushel	USA	5	ctn	20.85	104.25
Cucumbers Select	USA	50	ctn	11.00	550.00
Cucumbers Carton	USA	50	ctn	8.00	400.00
Tomatoes 2 Layer 4x4	USA	45	ctn	17.95	807.75
Tomatoes 2 Layer 4x5	USA	80	ctn	10.50	840.00
Tomatoes 25 lbs 5x6	USA	120	ctn	11.00	1,320.00
Tomatoes 25 lbs 5x6 Select	USA	160	ctn	9.00	1,440.00
Tomatoes 25 lbs 6x6 Select	USA	80	ctn	9.00	720.00
Tomatoes 25 lbs 6X6	USA	80	ctn	15.00	1,200.00
Squash Zucchini Medium	USA	80	ctn	7.85	392.50
Temp Recorder		1		25.00	25.00
Pallets		14		8.00	112.00
INVOICE TOTAL:		972			11,008.50

6/7/13
 Ch # 27288
 10,896.50

10,896.50

Miscellaneous Terms: 1.5% per month will be charged on past due accounts (18% annual percentage rate).

Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party or the interpretation of this contract, the prevailing party in the action shall be entitled to, in addition to such relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgement granted therein.

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

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.



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 0890197A
 Date 04/29/13
 Ship 04/29/13
 Pay Terms NET 30 DAYS

Page
 2 of 2

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

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

Sales Terms: DELIVERED SALE	Salesperson: Dave Plinck	Carrier: FLAT CREEK TRAN
Order: 0890197A	Sale Type: DELIVERED SALE	Trailer Licence: St: AL
Cust PO:	Currency:	

Description	Pack Size	Origin	Quantity	* Price	Amount
BROCCOLI 14 CT	CASE	USA	32	6.75	216.00
BROCCOLI 18 CT	CASE	USA	35	7.25	36.25
BROCCOLI CROWNS 20#	CASE	USA	32	7.75	248.00
CAULIFLOWER 12 CT	CASE	USA	35	11.25	393.75
CILANTRO 30 CT	CASE	USA	50	6.75	337.50
LETTUCE GREEN LEAF 24CT	CASE	USA	63	6.75	425.25
LETTUCE GREEN LEAF 4/6 CT	CASE	USA	5	7.75	38.75
LETTUCE GREEN LEAF FILET 2/5#	CASE	USA	20	12.25	245.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	160	6.75	1080.00
LETTUCE ICEBERG LINER 24CT	CASE	USA	40	11.05	442.00
LETTUCE ICEBERG 24CT TRIMMED	CASE	USA	27	7.75	209.25
LETTUCE ICEBERG WRAPPED 24	CASE	USA	40	7.75	310.00
LETTUCE ROMAINE 24 CT	CASE	USA	35	10.75	376.25
LETTUCE ROMAINE 24 CT	CASE	USA	45	6.75	303.75
LETTUCE ROMAINE 4/6 CT	CASE	USA	10	7.75	77.50
LETTUCE ROMAINE FILLETS 2/5#	CASE	USA	10	12.25	122.50
LEMON STANDARD 115 CT	CASE	USA	45	20.70	931.50
ORANGES NAVEL 72 SIZE CHOICE	CASE	USA	9	13.70	123.30
ORANGES NAVEL 113 SIZE CHOICE	CASE	USA	108	12.70	1371.60
CELERY STICK 4/5#	CASE	USA	35	19.85	694.75
FREIGHT A/R ONLY	FEE		1	6600.00	6600.00

* INVOICE TOTAL 1806 23497.00
 .00
 23497.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 [7 U.S.C. 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.

CERTIFICATION AND SIGNATURE PAGE

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

CROOK BROTHERS

(Company)

Kenneth D. Crook

(Authorized Signature)

KENNETH CROOK, PRESIDENT

(Representative Name, Title)

(304) 252-7711 (304) 461-0466

(Phone Number)

(Fax Number)

6/7/13

(Date)

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: CROOK BROTHERS
Date: 6/7/13

Signed: *Henry D. Crook*
Title: President

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: CROOK BROTHERS
Authorized Signature: [Signature] Date: 6/7/13

State of West Virginia
County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 7th day of June, 2013
My Commission expires June 30, 2019.

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

