



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
1

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

VENDOR
*709040100 304-344-3601 COREY BROTHERS INC PO BOX 166 CHARLESTON WV 25321

SHIP TO
DIVISION OF JUVENILE SERVICES SECOND FLOOR 1200 QUARRIER STREET CHARLESTON, WV 25301 304-558-6029

DATE PRINTED
04/30/2013

BID OPENING DATE: 05/16/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28	F II IV	71,685.00
				FRESH FRUITS AND VEGETABLES	III	79,170.00
SHIP TO : DIVISION OF JUVENILE SERVICES						
VARIOUS LOCALES AS INDICATED BY ORDER						
05/16/13 08:24:59 AM West Virginia Purchasing Division						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF JUVENILE SERVICES, ISSOLICITING BIDS TO PROVIDE FRESH FRUITS AND VEGETABLES FOR VARIOUS JUVENILE FACILITES THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DJS130003 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						

SIGNATURE <i>Bobby Wheeler</i>	TELEPHONE 304-344-2311	DATE 5-15-13
TITLE <i>Asst. Dir of OIS</i>	FEIN 55-0382515	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.

REGION(S) I, II, IV (Indicate the Regions being bid, See Part VII of the specification.)

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	Item Description / Package (Vendor should complete this column).	Vendor's Cost per Unit (*Bid Sheet #3)	Set Mark Up (20 %)	State Purchase Price (per unit)	x Total Regions Combined Estimated Annual QTY.	= Annual Total
	<b>Fruits</b>		REGION(S) <u>I, II, IV</u> (Indicate the Regions being bid, See Part VII of the specification.)					
1	APPLES, red, delicious, min US Fancy Gr, 125 count.	40	125 <sup>#</sup> Red Apple	16.90	20 %	20.28	500 CASE/ 20,000 lb	10,140.00
2*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	40 <sup>#</sup> Banana	1000	20 %	1200	600 CASE/ 24,000 lb	7200.00
3*	Grapes, red, seedless, US No. 1 Table Gr,	18	18 <sup>#</sup> Red sds	2200	20 %	2640	300 CASE/ 5,400 lb	7920.00
4	Cantaloupe, U.S. No. 1 gr, 9 to 12 count.	25	9 <sup>#</sup> Cantaloupe	1095	20 %	1314	300 CASE/ 11,400 lb	3942.00
5	Melon, Honeydew, US No. 1 6-9ct.	25	6 <sup>#</sup> Dews	1295	20 %	1554	100 CASE/ 2,500lb	1155.00
6	Oranges, US No. 1, Valencia and Navel	40	113 <sup>#</sup> Orange	730	20 %	876	800 CASE/ 32,000 lb	7008.00
7	Strawberries, US No 1, 8-1 lb containers per flat	8	8/1 Strawberry	825	20 %	990	200 FLATS	1980.00
8	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	5 <sup>#</sup> sds watermelon	2170	20 %	2604	200 CASE/ 10,000 Lb	5208.00
	<b>Vegetables</b>							
9	Broccoli, US No. 1	18	14 <sup>#</sup> Broccoli	685	20 %	822	100 CASE/ 1,800 lb	822.00
10*	Cabbage, Green, U.S. No 1,	50	50 <sup>#</sup> Cabbage	800	20 %	960	200 CASE/ 10,000 lb	1920.00
11	Carrot, baby Fresh, US No. 1,	5	5 <sup>#</sup> Baby Flat Carrot	380	20 %	456	250 CASE/ 1,250 lb	1140.00
12	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	30 <sup>#</sup> Celery	975	20 %	1170	100 CASE/ 5,000 lb	1170.00
13	Cucumbers, 85% U.S. No. 1	50	50 <sup>#</sup> cucumber	1495	20 %	1794	200 CASE/ 10,000 lb	3588.00

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).

14*	LETTUCE, FRESH ,Iceberg, us no. 1 gr, 2 dz size, ind pg,	30	24 <sup>lb</sup> liner lettuce	* 750	20 %	900	300 CASE/ 9,000 lb	2700.00
15	ROMAINE, FRESH, issued by lb	36	24 <sup>lb</sup> Romaine	750	20 %	900	50 CASE/ 1,800 lb	450.00
16	Onions, Yellow Jumbo	50	50 <sup>lb</sup> yellow onion	1350	20 %	16.20	200 CASE/ 10,000 lb	3240.00
17*	Potatoes, Idaho, U.S. No.1, for cooking	50	90 <sup>lb</sup> Idaho Baker	* 700	20 %	840	500 CASE 25,000 lb	4200.00
18	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	50 <sup>lb</sup> white potato	4.25	20 %	510	200 CASE 10,000 lb	1020.00
19*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5x6	25	25 <sup>lb</sup> 5x6 Tomato	* 700	20 %	840	400 CASE/ 1,000 lb	3360.00
20	Tomatoes Cherry, U.S. No. 1, 12pint	5	12pt chern Tomato	1400	20 %	16.80	100 CASE/ 500 lb	1680.00
<b>Miscellaneous Processed Items</b>								
21*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5	5 <sup>lb</sup> celery sticks	* 645	20 %	774	200 CASE/ 1,000 lb	1548.00
22	Lettuce, Salad Mix, Chilled, 4 ea/5 lb bags	20	4/5 Tossed Salad	780	20 %	936	100 CASE/ 2,000 lb	936.00
23	Cauliflower Florets, Mini	5	3 <sup>#</sup> Cauli. flower florets	579	20 %	695	50 CASE/ 250 lb	347.50
<b>Grand Total</b>								<b>71,605.04</b>

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).

\* 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..... REGION I 0 REGION III 0  
 REGION II 0 REGION IV 0

**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.

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 April 14, 2013 through April 20, 2013 shall be used.** (See Bid Document Instructions: A & B)

	<i>Fresh Produce U.S. No. 1</i>	<i>Supplier company name, bidder company name, invoice date, item description, quantity and price.</i>	<i>Vendor's Cost per Unit</i>
2*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	Del Monte, Corey Brothers, 4/14/13, 40# Bananas, 48, \$ 10.00	\$10.00
3*	Grapes, red, seedless, US No. 1 Table Gr,	Del Monte, Corey Brothers, 4/18/13, 18# Red Grapes, 20, \$ 22.00	\$ 22.00
10*	Cabbage, U.S. No. 1, 50#	Torrey, Corey Brothers, 4/11/13, 50# cabbage, 280, \$ 8.00	\$ 8.00
14*	LETTUCE, FRESH, iceberg, us no. 1 gr, 2 dz size, ind pg,	CH Robinson, Corey Brothers, 4/15/13, 24# liner lettuce, 40, \$ 7.50	\$ 7.50
17*	Potatoes, Idaho, U.S. No.1, for cooking	CH Robinson, Corey Brothers, 4/2/13, 90# Baker, 14, \$ 7.00	\$ 7.00
19*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5X6	Del Monte, Corey Brothers, 4/21/13, 25# Tomato, 20, \$ 7.00	\$ 7.00
21*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Freshway, Corey Brothers, 4/15/13, 4/5# celery stick, 8, \$ 25.80	\$ 6.45

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

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT:	Bill Phelix
Corey Brothers	Telephone: (304) 344-2311	
1410 Lewis Street	FAX: (304) 345-8162	
Charleston, WV, 25301	Email: BPhelix@CoreyBrothers.com	
Bill Phelix	5-15-13	
SIGNATURE:	DATE:	

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

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

REGION(S) III (Indicate the Regions being bid, See Part VII of the specification.)

*This Bid is for Rubenstein Center in Davis we cannot deliver to Martinsburg, WV*

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	30 %
2. Vegetables .....	30 %
3. Miscellaneous Processed Items.....	30 %

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 ( <u>30</u> %)	State Purchase Price (per unit)	x Total Regions Combined Estimated Annual QTY.	= Annual Total
	<b>Fruits</b>		REGION(S) <u>III</u> (Indicate the Regions being bid, See Part VII of the specification.)					
1	APPLES, red, delicious, min US Fancy Gr, 125 count.	40	125 <sup>ct</sup> Red Apple	16.90	30 %	21.97	500 CASE/ 20,000 lb	10,985.00
2*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	40 <sup>ct</sup> Bananas	10.00	30 %	13.00	600 CASE/ 24,000 lb	7800.00
3*	Grapes, red, seedless, US No. 1 Table Gr,	18	18 <sup>ct</sup> Red Grapes	22.00	30 %	28.60	300 CASE/ 5,400 lb	8580.00
4	Cantaloupe, U.S. No. 1 gr, 9 to 12 count.	25	9 <sup>ct</sup> Cantaloupe	10.95	30 %	14.24	300 CASE/ 11,400 lb	4272.00
5	Melon, Honeydew, US No. 1 6-9ct.	25	6 <sup>ct</sup> Honeydew	12.95	30 %	16.84	100 CASE/ 2,500lb	1684.00
6	Oranges, US No. 1, Valencia and Navel	40	113 <sup>ct</sup> orange	7.30	30 %	9.49	800 CASE/ 32,000 lb	7592.00
7	Strawberries, US No 1, 8-1 lb containers per flat	8	8/1 Strawberry	8.25	30 %	10.73	200 FLATS	2146.00
8	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	5 <sup>ct</sup> Sds Watermelon	21.70	30 %	28.21	200 CASE/ 10,000 lb	5642.00
	<b>Vegetables</b>							
9	Broccoli, US No. 1	18	14 <sup>ct</sup> Broccoli	6.85	30 %	8.91	100 CASE/ 1,800 lb	891.00
10*	Cabbage, Green, U.S. No 1,	50	50 <sup>ct</sup> Cabbage	8.00	30 %	10.40	200 CASE/ 10,000 lb	2080.00
11	Carrot, baby Fresh, US No. 1,	5	5 <sup>ct</sup> carrot slim	3.80	30 %	4.94	250 CASE/ 1,250 lb	1235.00
12	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	30 <sup>ct</sup> Celery	9.75	30 %	12.68	100 CASE/ 5,000 lb	1268.00
13	Cucumbers, 85% U.S. No. 1	50	50 <sup>ct</sup> cucumber	14.95	30 %	19.44	200 CASE/ 10,000 lb	3888.00

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).

This Bid is for Rubenstein only

14*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	30	24 <sup>lb</sup> inner lettuce	*	750	30 %	975	300 CASE/ 9,000 lb	2925.00
15	ROMAINE, FRESH, issued by lb	36	24 <sup>lb</sup> Romaine		750	30 %	975	50 CASE/ 1,800 lb	487.50
16	Onions, Yellow Jumbo	50	50 <sup>lb</sup> yellow onion		1350	30 %	17.55	200 CASE/ 10,000 lb	3510.00
17*	Potatoes, Idaho, U.S. No.1, for cooking	50	90 <sup>lb</sup> Idaho Baker	*	700	30 %	910	500 CASE 25,000 lb	4550.00
18	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	50 <sup>lb</sup> white potato		425	30 %	553	200 CASE 10,000 lb	1106.00
19*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5x6	25	25 <sup>lb</sup> 5x6 Tomato	*	700	30 %	910	400 CASE/ 1,000 lb	3640.00
20	Tomatoes Cherry, U.S. No. 1, 12pint	5	12pt cherry tomato		1400	30 %	1820	100 CASE/ 500 lb	1820.00
<b>Miscellaneous Processed Items</b>									
21*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5	5 <sup>lb</sup> celery stick	*	645	30 %	839	200 CASE/ 1,000 lb	1678.00
22	Lettuce, Salad Mix, Chilled, 4 ea/5 lb bags	20	4/5 <sup>lb</sup> Tossed Salad		780	30 %	1014	100 CASE/ 2,000 lb	1014.00
23	Cauliflower Florets, Mini	5	3 <sup>lb</sup> cauliflower florette		579	30 %	753	50 CASE/ 250 lb	376.50
<b>Grand Total</b>									<b>79,170.00</b>

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).

\* 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..... REGION I 0 REGION III 0  
 REGION II 0 REGION IV 0


**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.



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 April 14, 2013 through April 20, 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
2* Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	Del Monte, Corey Brothers, 4/14/13, 40# Bananas, 48, \$12.00	\$10.00
3* Grapes, red, seedless, US No. 1 Table Gr,	Del Monte, Corey Brothers, 4/18/13, 18# Red Grapes, 24, \$22.00	\$22.00
10* Cabbage, U.S. No. 1, 50#	Korrey, Corey Brothers, 4/11/13, 50# cabbage, 280, \$2.00	\$2.00
14* LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	CH Robinson, Corey Brothers, 4/15/13, 20# Lettuce, 40, \$2.50	\$2.50
17* Potatoes, Idaho, U.S. No.1, for cooking	CH Robinson, Corey Brothers, 4/2/13, 90# Baker, 14, \$2.00	\$2.00
19* Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. Fresh 5X6	Del Monte, Corey Brothers, 4/21/13, 25# Tomatoes, 20, \$2.00	\$2.00
21* Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Freshway, Corey Brothers, 4/15/13, 4/5# celery stick, 8, \$25.80	\$6.45

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

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT:	Bill Phelix
Corey Brothers	Telephone: (304) 344-2311	
1410 Lewis Street	FAX: (304) 345-8162	
Charleston, WV, 25301	Email: BPhelix@CoreyBrothers.com	
	5-15-13	
SIGNATURE:	DATE:	

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

**PAY TERMS**

21 Days



**INVOICE NUMBER**  
412659

1310  
**ENTERED**  
4-19-13

**BILL TO:** 10311  
COREY BROTHERS INC.  
1410 LEWIS STREET  
CHARLESTON, WV 25321  
Phone: 304-344-2311

**SHIP TO:** 10311  
COREY BROTHERS INC.  
1410 LEWIS STREET  
CHARLESTON, WV 25321

**PAID**  
14824  
5-10-13

REMIT TO: FRESHWAY FOODS, P.O. BOX 633113, CINCINNATI, OH 45263-3113

Page: 1

<b>Order Date:</b> 04-12-13	<b>Sales Person :</b> KELLY PATRICK	<b>Carrier :</b>
<b>Inv. Date:</b> 04-15-13	<b>Internal P.O. :</b> 337368	<b>Sales Terms :</b> Delivered
	<b>Customer P.O.:</b> N	

Quantity Shipped	Weight Shipped	Item Number	Description	Pack Size	Unit Price	Case Price	Extended Price	
8	160.0	70616	CELERY STICK 4" 4/5# STA	4/5#	1.2900	\$25.80	206.40	
4	50.0	71715	RED APPLE SLICE 100/2 oz.	100/2 oz	2.6500	\$33.13	132.50	
2	20.0	71806	RED APPLE W/GRAPES 80/2 O	80/2 OZ.	4.3580	\$43.58	87.16	
20	400.0	72209	GREEN CABBAGE SHRED 4/5#	4/5#	0.5900	\$11.80	236.00	
12	120.0	72406	RED CABBAGE SHRED 3/16" 2	2/5#	0.6800	\$6.80	81.60	
3	30.0	73014	GREEN PEPPER SLICED 1/4"	2/5#	1.7200	\$17.20	51.60	
24	240.0	75019	RED ONION SLAB 1/4" 2/5#	2/5#	1.2900	\$12.90	309.60	
50	1,000.0	75235	YELLOW ONION JULIENNE 4/5	4/5#	0.8300	\$16.60	830.00	
3	60.0	75604	TOMATO SLICED 1/4" 4/5#	4/5#	1.8900	\$37.80	113.40	
<b>Totals</b>								
126	2,080.0		PALLETS IN _____ PALLETS OUT _____				\$2,048.26	

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. In the event legal action is commenced to collect the sums due under this invoice, seller shall be entitled to reimbursement of costs and any reasonable attorney's fees incurred thereby in addition to any other damages allowed by law.

Freshway Foods, 601 N. Stolle Avenue, Sidney Ohio 45365



# 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

1310  
**ENTERED**  
 4-30-13



**Bill To:**  
 COREY BROTHERS, INC.  
 PO BOX 166

4 **Ship To:**  
 COREY BROTHERS  
 1410 LEWIS STREET

CHARLESTON WV 25321-0166

CHARLESTON WV 253210166

**PAID**  
 04821  
 5-10-13

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2603549	04/23/2013	04/21/2013	2603549	BILL	.		LST1316

PRODUCT DESCRIPTION	OR	WHS	UP	SP	QTY	PRICE	TOTAL
P 007 MD 25 RO FRESH PINEAPPLES	P	CR	CBW	HL CB	40	\$12.00	\$120.00
G CN DM GRAPES	P	DZ	CH	CBW GC CB	40	\$27.00	\$1,080.00
AV 060 HS 25 DM HASS 60CT US-CERTIFIED	P	CUS	MX	CBW MX CB	10	\$32.00	\$320.00
BP 022 GR 11 DM BELL PEPPERS	P	DRC	GU	CBW HL CB	5	\$14.00	\$70.00
T CF 25 NL TOMATOES: CAFE 25#			US	CBW CB CB	20	\$7.00	\$140.00
XP 65 BLUE CHEP PALLETS			US	CBW HL CB	1	\$0.00	\$0.00

**Invoice Total Please Remit in U.S. Dollars** **\$1,730.00**

**Sales Person:** 039  
**Customer #/Code:** 35142 / GCCORY  
**Trade Terms:** DELIVERED SALE  
**Order Type:** DIRECT STORE DELIVERY

*Returns 10 pineapple*

*1616.00*

**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**

*4/22/13*

**Rec. By** *[Signature]*  
**Date:** *4/22-13 Am*  
**Time** *3:20 Pm*  
**Lumper Fee** \$ \_\_\_\_\_  
**Food Temp** *45*



CPDS Other  
 14800 Charlson Rd  
 Ste 700  
 Eden Prairie, MN 55347-5060  
 Phone: 8007336199  
 Fax: 9523277044

**CUSTOMER  
 MANIFEST**

**Cust PO Number:** 77938  
**CHR Ref Number:** 4625785  
**PO Date:** 03/28/13  
**Confirm Date:** 04/02/2013  
**Attn:**  
**Vendor Number:**  
**Vendor Name:** C.H. Robinson  
**Currency:** USA

**SOLD TO:**  
 Corey Bros Inc  
 1410 LEWIS ST  
 CHARLESTON, WV 253210

**SHIP TO:**  
 COREY BROTHERS INC  
 1410 LEWIS ST  
 Charleston, WV 25301

**PICKS:**

<u>P/U #</u>	<u>Shipper</u>	<u>City, State Postal Code</u>	<u>Main Phone</u>
9373	Pleasant Valley Potato	Aberdeen, ID 83210	2083974194

**DATE:** 04/01/13

**TERMS:** FOBFrt

<u>P/U #</u>	<u>Order Quantity</u>	<u>Shipped Quantity</u>	<u>UOM</u>	<u>Origin</u>	<u>Item Number</u>	<u>Product Desc</u>	<u>Dist. FOB</u>
9373	14		Ctn	ID	5000	Potato, Baker, 40 ct	\$7.00
9373	21		Ctn	ID	5003	Potato, Baker, 70 ct	\$7.00
9373	21		Ctn	ID	5004	Potato, Baker, 80 ct	\$7.00
9373	14		Ctn	ID	5005	Potato, Baker, 90 ct	\$7.00
9373	21		Ctn	ID	5006	Potato, Baker, 100 ct	\$7.00

<b>Totals</b>					
Quantity	Weight	Pallets	Dist. FOB	Freight	Landed Cost
91.00	4,955.00	2.26	\$637.00	\$590.59	\$1,227.59

The terms and conditions shown above hereof constitute the complete agreement of the parties hereto. In filling this order, the Seller agrees to these terms and conditions and confirms that the above quoted prices do not reflect and deductions for brokerages or commissions.



**C.H. ROBINSON**  
WORLDWIDE, INC.

www.chrobinson.com

CPDS Other  
14800 Charlson Rd  
Ste 700  
Eden Prairie, MN 55347-5060  
Phone: 8007336199  
F: 9523777811

**CUSTOMER  
MANIFEST**

Cust PO Number: 78169  
CHR Ref Number: 4669012  
PO Date: 04/15/13  
Confirm Date: 04/15/2013  
Attn:  
Vendor Number:  
Vendor Name: C.H. Robinson  
Currency: USA

**SOLD TO:**

Corey Bros Inc  
1410 LEWIS ST  
CHARLESTON, WV 253210

**SHIP TO:**

COREY BROTHERS INC  
1410 LEWIS ST  
Charleston, WV 25301

**PICKS:**

<u>P/U #</u>	<u>Shipper</u>	<u>City, State Postal Code</u>	<u>Main Phone</u>
575961	True Leaf - San Juan Bautista	San Juan Bautista, CA 95045	8007999476

DATE: 04/16/13

TERMS: FOBFR

<u>P/U #</u>	<u>Ordere Quantity</u>	<u>Shipped Quantity</u>	<u>UOM</u>	<u>Origin</u>	<u>Item Number</u>	<u>Product Desc</u>	<u>Dist. FOB</u>
575961	64		Ctn	CA	1603	Broccoli, Florette, 6/3 lb	\$17.25
575961	10		Ctn	CA	1605	Cauliflower, Florette, 4/3 lb	\$17.25
575961	28		Ctn	CA	1606	Cauliflower, Wrapped, 12 ct	\$15.98
575961	10		Ctn	CA	1607	Green Onion, Iceless, 4/2 lb	\$9.50
575961	21		Ctn	CA	1608	Lettuce, Green Leaf, 24 ct	\$6.98
575961	40		Ctn	CA	1610	Lettuce, Iceberg Liner, 24 ct	\$7.50
575961	35		Ctn	CA	1613	Lettuce, Romaine, 24 ct	\$7.50
575961	20		Ctn	CA	1617	Mesclun Mix, 4/3 lb	\$17.00
575961	20		Ctn	CA	1618	Spinach, Baby, 4 lb	\$6.75
575961	40		Ctn	CA	1619	Spinach, Clipped, 4/2.5 lb	\$9.80

<b>Totals</b>					
Quantity	Weight	Pallets	Dist. FOB	Freight	Landed Cost
288.00	7,799.00	5.51	\$3,395.02	\$1,835.11	\$5,230.13

The terms and conditions shown above hereof constitute the complete agreement of the parties hereto. In filling this order, the Seller agrees to these terms and conditions and confirms that the above quoted prices do not reflect and deductions for brokerages or commissions.

# INVOICE

## TORREY FARMS, INC.

GROWERS, PACKERS & SHIPPERS

Box 187, Maltby Road • Elba, New York 14058

Onions  
Cucumbers  
Winter Squash  
Pumpkins  
Summer Squash



Grown With Pride . . .

Fax No.: 585-757-2528

E-Mail [torrey@rochester.rr.com](mailto:torrey@rochester.rr.com)

[www.torreyfarms.com](http://www.torreyfarms.com)

P.O.#

Night  
716-560-4925  
Business  
585-757-9941  
Buyer I.D.:

1310  
**ENTERED**  
1049

INVOICE NO.: 30322

INVOICE DATE: 4/11/2013

Green Beans  
Green & Red Cabbage 4-17-13  
Slaw Cabbage  
Potatoes: Whites & Yukons

PAYMENT TERMS: NET 10

SHIPPING DATE: 4/11/2013

Banner  
Torrey Farms  
Elba  
Brands

SHIPPED FROM: ELBA

FREIGHT TERMS: DELIVERED

TRUCK ADVANCE \_\_\_\_\_

**PAID**  
5-3-13

SOLD TO: COREY BROTHERS INC.  
P.O. BOX 166  
1410 LEWIS ST  
CHARLESTON WV 25321

SHIP TO COREY BROTHERS INC.  
304-344-2311  
1410 LEWIS ST  
CHARLESTON WV 25321

OUR ORDER NO.: 30322

SALESMAN: SHANNON

INSPECTION:

B/L: 30322

BROKER:

BROKER P.O. #

ROUTING: PAUL MARSHALL PRODUCE

LICENSE NO.:

DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT
LARGE GREEN CABBAGE 50# BAG	280 ✓	8.00	bag	2,240.00
MEDIUM GREEN CABBAGE 50# CARTON	144 ✓	10.50	ctn	1,512.00
YELLOW ONIONS CULL 50# BAG	80 ✓	4.75	bag	380.00
WHITE POTATOES CULL 50# BAG	320 ✓	4.25	bag	1,360.00

### PRODUCT OF THE USA

KEEP UNIT AT 40 DEGREES  
YOUR DELIVERY TIME IS MIDNIGHT  
IF DELAYED PLEASE CALL Thursday  
FAILURE TO CALL WILL RESULT IN A  
\$200.00 FREIGHT DEDUCTI

ASAP

Shipper

Pallets in \_\_\_\_\_

Pallets out \_\_\_\_\_

Initialed \_\_\_\_\_

Receiver

Pallets in \_\_\_\_\_

Pallets out \_\_\_\_\_

Initialed \_\_\_\_\_

It is the responsibility of the driver to make sure all pallet information is correct or differences will be deducted from freight.  
Loads are pallet exchange. Please return pallets to truck.

RECEIVED THE ABOVE IN GOOD CONDITION FOR THE ACCOUNT OF

DRIVER

CONSIGNEE

NOTE: IT IS UNDERSTOOD UPON SIGNING OF THIS SHIPPING MANIFEST, THAT THIS CARRIER IS FULLY INSURED AND SHALL ASSUME RESPONSIBILITY FOR LOSS DUE TO DAMAGE OR DELAY ENROUTE.

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.

PLEASE PAY



# 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

1310  
**ENTERED**  
 4-10-13

4-25-13

**Bill To:**

COREY BROTHERS, INC.  
 PO BOX 166

CHARLESTON WV 25321-0166

**Ship To:**

COREY BROTHERS  
 1410 LEWIS STREET

CHARLESTON WV 253210166

**PAID**  
 14820  
 5-10-13

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2602174	04/19/2013	04/18/2013	2602174	BILL	.		LCC1316

PRODUCT DESCRIPTION				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	IP	40	DM BANANAS	P	CR	CBW	HL CB	5 ✓	\$15.00	\$75.00
B		40	RO BANANAS	P	GU	CBW	HL CB	48 ✓	\$11.00	\$528.00
P	008	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	HL CB	20 ✓	\$11.00	\$220.00
P	007	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	HL CB	20 ✓	\$11.00	\$220.00
P	006	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	HL CB	20 ✓	\$12.00	\$240.00
G	TH	DM	GRAPES	P	CB	CH	CBW GC CB	19 ✓	\$22.00	\$418.00
G	TH	DM	GREEN SEEDLESS	P	DSG	CH	CBW GC CB	1 ✓	\$22.00	\$22.00
G	CN	NL	GRAPES: CRIMSON 18#			CH	CBW CB CB	40 ✓	\$26.00	\$1,040.00
T	C	12	NL TOMATOES: CHERRY 12#			US	CBW CB CB	10 ✓	\$14.00	\$140.00

Invoice Total Please Remit In U.S. Dollars

\$2,903.00

**Sales Person:** 039  
**Customer #/Code:** 35142 / GCCORY  
**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**

4/19/13

- Carrier or its agent certifies that the TRO equipment furnished for loading this shipment is in compliance with California regulations.
- NOTIFICATION: The Product in this shipment may have been fumigated with Methyl Bromide.

DRIVER'S SIGNATURE

SHIPPER'S SIGNATURE

CONSIGNEE

Order # 2 of 4

*Marcus Stewart*



# 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

1310  
**ENTERED**  
 4-25-13



**Bill To:**  
 COREY BROTHERS, INC.  
 PO BOX 166

4

**Ship To:**  
 COREY BROTHERS  
 1410 LEWIS STREET

CHARLESTON WV 25321-0166

CHARLESTON WV 253210166

**PAID**  
 4820  
 5-10-13

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2598059	04/16/2013	04/14/2013	2598059	BILL			LMS1315

**PRODUCT DESCRIPTION**

						OR	WHS	UP	SP	QTY	PRICE	TOTAL
B		40	RO	BANANAS	P	GU	CBW	HL	CB	48 ✓	\$10.00	\$480.00
P	008	MD	25	DM	FRESH PINEAPPLES	P	CR	CBW	CB	40 ✓	\$11.00	\$440.00
HP	012			DM	HARPER CANTALOUPE	P	GU	CBW	HL	24 ✓	\$14.00	\$336.00
HD	006			RO	HONEYDEW	P	GU	CBW	HL	30 ✓	\$14.00	\$420.00
AV	070	HS	25	DM	HASS 70CT US-CERTIFIED	P	CUS	MX	CBW	16 8	\$26.00	208.00 \$416.00
PW	006			DM	PERSONAL WATERMELON	P	GU	CBW	HL	10 ✓	\$15.00	\$150.00
WM	005		65	NL	WATERMELON: SDLS 5CT 65#		GU	CBW	HL	10 ✓	\$26.00	\$260.00
XP			65		BLUE CHEP PALLETS		US	CBW	HL	2	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars

\$2,502.00

**Sales Person:** 039  
**Customer #/Code:** 35142 / GCCORY  
**Trade Terms:** DELIVERED SALE  
**Order Type:** DIRECT STORE DELIVERY

2244.00

**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**

4/13/10

Corey Brothers, Inc.  
 Rec. By Chloe C. Alder  
 Date: 4-15-13 Am  
 Time 3:00 Pm  
 Summer Fee \$ 56  
 Trade Terms



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: Coney Brothers Signed: Deely, R. Helms  
 Date: 5-15-13 Title: Asst. Dir. of ops

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 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: Corey Brothers

Authorized Signature: Belle L. Helix Date: 5-15-13

State of West Virginia

County of Ranawha, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of May, 2013.

My Commission expires Dec. 10, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

Angela L. Nunnally

Purchasing Affidavit (Revised 07/01/2012)

**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.

Corey Brothers

(Company)

Billy & Phelix L

(Authorized Signature)

Billy Phelix, Asst. Dir. of OPS

(Representative Name, Title)

304-344-2311

(Phone Number)

304-345-8162

(Fax Number)

5-15-13

(Date)