



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

Solicitation

NUMBER
HHR13034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

V
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N
D
O
R

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

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O

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED
 06/12/2012

BID OPENING DATE: 07/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		390-28		
BLANKET CONTRACT FOR FRESH FRUITS AND VEGETABLES						
***** THIS IS THE END OF RFQ HHR13034 ***** TOTAL:						126,722.10

RECEIVED
 2012 JUL -5 PM 12:16
 WV PURCHASING
 DIVISION

SIGNATURE *Billy L. Phelps* TELEPHONE 304-344-2311 DATE 7-3-12
 TITLE Asst. Director of operations 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.

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

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	22 %
2. Vegetables	22 %
3. Miscellaneous Processed Items.....	22 %

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up (22 %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
Fruits			REGION(S)	<i>(Indicate the Regions being bid, See Part VII of the specification.)</i>				
1	APPLES, red, delicious, min US Fancy Gr, 100 count.	40	100 ^{ct} Red Apple	25.20	22 %	30.75	400 CASE/ 16,000 lb	12,300.00
2	Asparagus, Green	11	11/c Green Asparagus	29.14	22 %	35.55	200 CASE/ 2,200 lb	7,110.00
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	40 ^{ct} Bananas	* 9.00	22 %	10.98	800 CASE/ 32,000 lb	8,784.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	18	18 ^{ct} Red Sds Grape	* 24.00	22 %	28.80	900 CASE/ 16,200 lb	25,920.00
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	6 ^{ct} cantaloupe	13.45	22 %	16.41	400 CASE/ 15,200 lb	6,564.00
6	Melon, Honeydew, US No. 1	25	6 ^{ct} Honeydew	14.95	22 %	18.24	150 CASE/ 3,750 lb	2,736.00
7	Oranges, US No. 1, Valencia and Navel	40	113 ^{ct} Cali Orange	20.20	22 %	24.65	400 CASE/ 16,000 lb	9,860.00
8	Strawberries, US No 1, 6 pints per flat	9	12 ^{ct} Strawberry	13.50	22 %	16.47	100 FLATS	8,235.00
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	1 ^{ct} Sds watermelon	3.15	22 %	3.85	250 CASE/ 12,500 Lb	3,850.00
Vegetables								
10	Broccoli, US No. 1	20	14 ^{ct} Broccoli crown	18.85	22 %	23.00	100 CASE/ 2,000 lb	2,300.00
11	Cabbage, Green, U.S. No 1,	50	50 ^{ct} Cabbage	4.35	22 %	5.31	200 CASE/ 10,000 lb	1,062.00
12	Carrot, topped, US No. 1,	50	50 ^{ct} Carrot	11.35	22 %	13.62	250 CASE/ 12,500 lb	3,405.00
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	24 ^{ct} Celery	17.29	22 %	21.10	200 CASE/ 10,000 lb	4,220.00
14	Cucumbers, 85% U.S. No. 1	50	50 ^{ct} select cuke	9.78	22 %	11.94	300 CASE/ 15,000 lb	3,582.00

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	24 ^{dz} Iceberg lettuce	*	17.89	22 %	963	300 CASE/ 9,000 lb	2889.00
16	ROMAINE, FRESH, issued by lb	36	24 ^{dz} Romaine		1525	22 %	1861	100 CASE/ 3,600 lb	1861.00
17	Onions, Yellow	50	50 ^{dz} Yellow onion		1275	22 %	1556	150 CASE/ 7,500 lb	2334.00
18	Potatoes, Baking, Idaho, U.S. No.1,	50	90 ^{dz} Idaho Baker		1290	22 %	1574	400 BAG/ 20,000 lb	6296.00
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	50 ^{dz} A-size white potato	*	1900	22 %	2318	200 BAG/ 10,000 lb	4636.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	25	25 ^{dz} Red Round 5x6 Tomatoes	*	1095	22 %	1336	400 CASE/ 1,000 lb	5344.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25	25 ^{dz} Turnip		1530	22 %	1891	160 BAG/ 4,000 lb	3025.60
Miscellaneous Processed Items									
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5	5 ^{dz} celery sticks	*	7.15	22 %	8.72	200 CASE/ 1,000 lb	1744.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20	4/5 Shred lettuce		12.00	22 %	14.64	100 CASE/ 2,000 lb	1464.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20	4/5 ^{dz} sliced Tomatoes		37.80	22 %	46.12	100 CASE/ 2,000 lb	4612.00
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.)								Total Cost	126722.10

* 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 June 17, 2012 through June 23, 2012 shall be used.** (See Bid Document Instructions: A & B)

	<i>Fresh Produce</i> <i>U.S. No. 1</i>	<i>Supplier company name, bidder company name, invoice date, item description,</i> <i>quantity and price.</i>	<i>Vendor's</i> <i>Cost per</i> <i>Unit</i>
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	Castellini, Corey Brothers, 350291, 6/21, 40# Bananas, 28 CS, \$9.00	9.00
4*	Grapes, red, seedless, US No. 1 Table Gr.	Del Monte, Corey Brothers, 2375908, 6/20, 18# Red Grapes, 30 CS, \$24.00	24.00
11*	Cabbage, U.S. No. 1, 200 cs./1000 lbs.	Fresh Starts, Corey Brothers, 6/21, 50# Cabbage, 90 CS, \$4.35	4.35
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	Fresh Networks, Corey Brothers, 6/17, 24# Iceberg Lettuce, 80 CS, \$7.89	7.89
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	Forest City Weingart, Corey Brothers, 336025, 6/22, 50# White potato, 5 CS, \$19.00	19.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	Western Carolina, Corey Brothers, 55568, 10/95, 25# 1/2 Tomato, 70 CS, \$10.95	10.95
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Freshway, Corey Brothers, 305079, 6/27, 2 1/2# celery sticks, 13 CS, \$15.30	14.30

2.15

Vendor's Costs for the week of June 17, 2012 through June 23, 2012 shall be used.

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT:
Corey Brothers Inc	Telephone: (800) 395-2311 or 304-344-2311
1410 Lewis Street	FAX: (304) 345-8162
Charleston, WV, 25301	Email: BPhelix@CoreyBrothers.com not case sensitive

SIGNATURE: Billy & Rhonda DATE: 6-29-12

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



Castellini Company LLC
Club Chef LLC
Grant County Foods

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

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

INVOICE INVOICE

Invoice Date	Invoice Number	Page
6/20/12	7213466	1

SOLD TO:

Corey Brothers, Inc.
 P.O. Box 166
 Charleston, WV 25321

SHIP TO:

Corey Brothers, Inc.
 1410 Lewis St.
 Charleston, WV 25301

Castellini Ticket Number	Delivery Date	Customer PO Number	Customer Number	Ship Via	Terms
0350291	6/21/12		072750	GCF Shuttle to	NET 10 DAYS
Quantity	Description			Unit Price	Extended Price
	MUST BLANKET BANANAS				
28	Banana, Dole Cont. 40#			X 9.00	252.00 X
10	Tomato, Cull 25#			8.80	88.00
10	Tomato, 25# Roma Mex.730025			24.00	240.00
48	** TOTAL QUANTITY **				

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.	Total Amount Due	580.00
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Past due invoices shall accrue interest at 1½% 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 transaction.



INVOICE

1212
ENTERED
6/26/12 5882

Correspondence To:

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

Remit Payments To:

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



Bill To:
COREY BROTHERS, INC.
PO BOX 166

2

Ship To:
COREY BROTHERS
1410 LEWIS STREET

CHARLESTON WV 25321-0166

CHARLESTON WV 253210166

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer #	Manifest #
2375908	06/21/2012	06/19/2012	2375908	BILL			LST1224

PRODUCT DESCRIPTION				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	IP	40	DM BANANAS	P	CR	CBW	HL CB	5 ✓	\$16.00	\$80.00
B		40	DM BANANAS	P	GU	CBW	HL CB	48 ✓	\$16.00	\$768.00
P	006	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	PM CB	11 ✓	\$14.00	\$154.00
P	006	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	GA CB	1 ✓	\$14.00	\$14.00
P	006	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	HL CB	18 ✓	\$14.00	\$252.00
P	007	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	GA CB	20 ✓	\$12.00	\$240.00
P	008	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	GA CB	30 ✓	\$12.00	\$360.00
G	FS		NL GRAPES: FLAMES		MX	CBW	CB CB	30 ✓	\$24.00	\$720.00
T	RO	25	NL TOMATOES: ROMA CTN 25#		US	CBW	CB CB	10 ✓	\$16.00	\$160.00
BP	018	GY 11	DM BELL PEPPERS	P	DRC	CR	CBW PM CB	10 ✓	\$13.00	\$130.00
BP	020	GR 11	DM BELL PEPPERS	P	DRC	CR	CBW PM CB	5 ✓	\$13.00	\$65.00
XP		65	BLUE CHEP PALLETS		US	CBW	HL CB	2 ✓	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars	\$2,943.00
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Sales Person: 039
Customer #/Code: 35142 / GCCORY
Trade Terms: DELIVERED SALE
Order Type: DIRECT STORE DELIVERY

6/20/12

TERMS: NET 10 DAYS FROM INVOICE DATE

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

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(o) of the Perishable Agricultural Commodities Act, 1930 (7U.S.C. s499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

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

ORIGINAL INVOICE

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

Bill To: 35142
Bill To Name: COREY BROTHERS, INC.
P.O. #: BILL

Invoice #: 2375908
Invoice Date: 06/21/2012
Invoice Amount: \$2,943.00
Remittance Amount:

Dewitt Produce Co. Inc.
 561 BCT GM Road
 Quitman, GA 31643

7-6198

2311

Sales By: **Fresh Start Produce & Sales Inc.**
 Phone: 229-263-7541

Ship: June 21, 2012
 Divr By:
 Truck Broker:
 Driver: HOWARD WOOD

Slprsn: Fresh Start
 Trailer Lic: 9024CG FL

(Consignee):
 Fresh Start Produce Sales, Inc
 229-263-7501.

Att: Bill

Destination: Telephone:
 Corey Bros. Inc

Page 1 of 1

Carrier: HOWARD WOOD (RED&BLK) Last Loaded At: Dewitt Temp Degrees F, Low: 42 High: 44

- 60 Pepper 1 1/9 Bu Choice Green 12.35
- 5 Pepper 1 1/9 Bu Jalapeno 12.35
- 30 Select Cucumbers 1 1/9 Bu 6.35
- 20 Carton Cucumbers 24 Ct 4.50
- 80 Tomatoes Clam Shell Grape 10.95

175

3 Pallet @ \$8.00 each

X 105 Bags Green Cabbage 4.35 X
 105 Boxes Green Cabbage 6.35

Thank you!
 Scott

All Commodities on this document are products of the U.S.A. unless otherwise noted in the item description.

Contract Terms and Conditions

1. Where used in this Bill of Lading, the term Carrier means the person, firm, or corporation operating the motor vehicle and in possession of the property under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage, or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
2. The Carrier agrees to transport of property under protective services, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to so transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual net of the property resulting from such failure.
3. It is further agreed that if no specific delivery time is stated on this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown on this contract. The Carrier represents that the delivery can be performed without violating any laws, state or federal traffic or safety laws and regulations, and that such complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
4. Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with a Carrier or Truck Broker, if any.
5. The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy in at least the amount of \$25,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
6. As parties hereto acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.

RECEIVED from the shipper named herein, the perishable property described in good order and condition, except as noted, marked, consigned and labeled as indicated, pursuant to an agreement arranged by the truck broker, name herein, if any, whereby the carrier, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract, which may be stated or written on the face or back hereof, which are hereby agreed to by the carrier, shipper, and the truck broker if any.

Shipper:

[Signature]
 Received above in good shipping condition and verified count.
[Signature]
 Received above perishable property in good order, except as noted.

Date

Date 6/21/2012

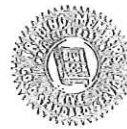
Date 6/21/2012

8:44 PM

TOTAL P. 05
 TOTAL P. 01
 TOTAL P. 01



FRESH NETWORK, LLC



PRODUCE

All Sales F.O.B. NO. grade contract. Good delivery standards apply, excluding bruising and/or discoloration following bruising.

Your Produce Problem Solvers.

19040 Portola Drive - Salinas, CA 93908

SALINAS

Office: (831) 422-4100

Sales: (831) 422-5400

Fax (831) 424-5494

www.freshnetwork.com

INVOICE

Invoice #: 61369

Invoice: 06/19/2012

Ship: 06/19/2012

Pay Terms: PACA net 10

Sold To: COREY BROTHERS, INC.
P.O. BOX 166
CHARLESTON WV 25321

Ship To: COREY BROTHERS, INC.
P.O. BOX 166
CHARLESTON WV 25321

Page 1 of 1

Order: 06/19/2012	Salesperson: Bill Joest	Carrier:	
Cust PO:	Via:	Trailer Lic:	St:
	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Lettuce Liner 24 Product Of CA, USA	80	ctn	7.89	631.20
Lettuce Cello 24 Product Of CA, USA	80	ctn	8.89	711.20
Romaine Liner 24 Green Product Of CA, USA	35	ctn	7.39	258.65
Green Leaf Carton 24 Product Of CA, USA	35	ctn	9.89	346.15
Green Onions Iceless 4/12ct Product Of CA, USA	30	ctn	8.36	250.80
Parsley Carton 60 ct Italian Product Of CA, USA	2	ctn	10.89	21.78
Parsley Carton 60 ct Curly Product Of CA, USA	5	ctn	10.89	54.45
Kale Carton 24 Green Product Of CA, USA	16	ctn	7.89	126.24
Broccoli Broccolinn 18 Product Of CA, USA	2	ctn	24.89	49.78
Rapini carton Carton Product Of CA, USA	2	ctn	44.89	89.78
Asparagus 11/1 # Standard Product Of CA, USA	40	ctn	24.64	985.60
Asparagus 11/1 # Large Product Of CA, USA	40	ctn	25.64	1,025.60
Romaine Chop 6x2 Green Product Of CA, USA	80	ctn	11.75	940.00
Celery Sleeved 30 Product Of CA, USA	32	ctn	9.89	316.48
Celery Hearts 18's Product Of CA, USA	5	ctn	15.89	79.45
Lettuce Shred 1/8 4x5 Product Of CA, USA	120	ctn	8.75	1,050.00
Garden 4x5 Product Of CA, USA	80	ctn	8.75	700.00
INVOICE TOTAL:	684			7,637.16

6/22/12

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.

This confirmation is issued and accepted subject to the rules and regulations and definitions of terms as recognized and approved by the U.S. Secretary of Agriculture under The Perishable Agricultural Commodities Act. The absence of any immediately written protest against the confirmation or any part of it, will be construed as an acknowledgement of complete understanding and agreement with the statements and requirements made herein.

NOTICE! Shipper agrees to be responsible for any violations of State and Federal Laws pertaining to shipments of Fruits and Vegetables under the Food and Drug Acts covering intrastate and interstate commerce. All sales are F.O.B. prompt, unless otherwise noted in terms. Fresh Network Invoices, Collects and Remits for the Shippers and Receivers convenience.

ALL ACCOUNTS ARE DUE & PAYABLE 10 DAYS AFTER SHIP DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% ANNUAL PERCENTAGE RATE) WILL BE APPLIED TO PREVIOUS BALANCE OF ALL PAST DUE ACCOUNTS. ALL REASONABLE LEGAL FEES TO BE PAID BY DEFENDANT IN ANY COURT ACTION.

THE FOREST-CITY WEINGART PRODUCE COMPANY
 LEGACY PRODUCE COMPANY
 4000 Orange Avenue
 Cleveland, OH 44115

Phone (216) 881-3232
 Fax (216) 881-3235

Bill To:
 Corey Brothers Produce
 1410 Lewis Street
 P.O. Box 166
 Charleston, WV 25321

Date: 6/22/2012
 Invoice: 336025
 336026
 336027

Item	Country of Origin	Product Code	Quantity	Unit Price	Amount
Jumbo White Onion	USA		5	\$ 18.00	\$ 90.00
Red Onion	USA		80	\$ 17.00	\$ 1,360.00
Colossal Onion	USA		50	\$ 13.75	\$ 687.50
Red Unclassified Potato	USA		40	\$ 8.00	\$ 320.00
Peeled Garlic	USA		12	\$ 10.25	\$ 123.00
100ct Idaho	USA		14	\$ 13.50	\$ 189.00
70ct Idaho	USA		42	\$ 13.50	\$ 567.00
10/5# Idaho	USA		126	\$ 10.50	\$ 1,323.00
30# Garlic	USA		1	\$ 43.00	\$ 43.00
48ct Grapefruit	USA		27	\$ 18.00	\$ 486.00
2.5 Spinach	USA		40	\$ 15.00	\$ 600.00
Spring Mix	USA		30	\$ 7.50	\$ 225.00
Calif A-White Potato	USA		X 5 -	\$ 19.00	\$ 95.00
Arugula	USA		6	\$ 15.50	\$ 93.00
5/10# Idaho	USA		40	\$ 9.50	\$ 380.00
#2 Idaho	USA		1284 -	\$ 11.50	\$ 966.00
35-505 #20					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Items:			602	Total Due:	\$7,547.50

Received By: _____

Terms: Net 7 Days

No Adjustments Allowed Unless Authorized Within 24 Hours

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Corey Brothers, Inc.
 Rec. By Bill Kel
 Date: _____ Am _____
 Time _____ Pm _____
 Lumper Fee \$ _____
 Food Temp _____

WESTERN CAROLINA PRODUCE
 P.O. BOX 1167
 HENDERSONVILLE, NC 28793
 828-692-6241 FAX 828-696-2868

BILL OF LADING

PRODUCT OF USA NUMBER
 6/20/2012 55568

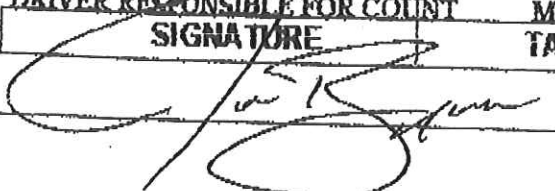
BILL TO
 Corey Brothers, Inc.
 P O Box 166
 Charleston, WV 25321-0166

DELIVER TO
 CHARLESTON
 1410 Lewis St.
 Charleston, WV

P.O. # **SHIP** **FOB OR DEL.** **VIA**
 6/20/2012

QUANTITY	COMMODITY	
56	Half Runner Beans - Produce of NC	30 ⁰⁰
5	Small S/N Squash - Produce of NC	11 ⁰⁰
30	Medium S/N Squash - Produce of NC	9 ⁰⁰
5	Small Zucchini - Produce of NC	8 ⁰⁰
60	Medium Zucchini - Produce of NC	6 ⁰⁰
33	Chopper Pepper - Produce of NC	14 ⁰⁰
27	Chopper Pepper - Produce of NC	14 ⁰⁰
15	2B Pickles - Produce of NC	24 ⁰⁰
5	1 Bu. Jalapeno Pepper - Produce of NC	16 ⁰⁰
210	XL Vine Ripe Tomatoes - Produce of SC	1195
X 70	LG Vine Ripe Tomatoes - Produce of SC	X 1095
210	Jumbo Vine Ripe Tomatoes - Produce of SC	1295

DRIVER RESPONSIBLE FOR COUNT MAINTAIN 45 DEGREE TEMPERATURE

SIGNATURE	TAG #	CELL PHONE NUMBER
	8257 C5 P1	407-406-7122

PAY TERMS

21 Days

INVOICE NUMBER

382849



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

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

Page: 1

Order Date: 06-25-12	Sales Person : KELLY PATRICK	Carrier :
Inv. Date: 06-27-12	Internal P.O. : 305079	Sales Terms : Delivered
	Customer P.O.: none	

Quantity Shipped	Weight Shipped	Item Number	Description	Pack Size	Unit Price	Case Price	Extended Price
13	130.0	70606	CELERY STICK - 4" 2/5# St X	2/5# Sta	1.4300	\$14.30	X 185.90 X
20	400.0	72209	GREEN CABBAGE SHRED 4/5#	4/5#	0.6250	\$12.50	250.00
12	120.0	72406	RED CABBAGE SHRED 3/16" 2	2/5#	0.7310	\$7.31	87.72
13	130.0	73014	GREEN PEPPER SLICED 1/4"	2/5#	1.7100	\$17.10	222.30
40	800.0	73801	SALAD TOSS 4/5#	4/5#	0.5800	\$11.60	464.00
26	260.0	75019	RED ONION SLAB 1/4" 2/5#	2/5#	1.2800	\$12.80	332.80
40	800.0	75235	YELLOW ONION JULIENNE 4/5	4/5#	0.9200	\$18.40	736.00
2	40.0	75407	TOMATO DICED 4/5#	4/5#	1.6200	\$32.40	64.80
			Totals				
166	2,680.0		PALLETS IN _____ PALLETS OUT _____				\$2,343.52

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.

RFQ No. HR13034

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Corey Brothers

Authorized Signature: Billy & Rhelia Date: 6-29-12

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27th day of June, 2012.

My Commission expires Dec. 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Angela L. Nunnally



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.

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: Corey Brothers

Signed: Betty L Phelic

Date: 6-27-12

Title: Asst. Director of Operations

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

✓ | **Commercial General Liability Insurance:**
\$1,000,000.00-bodily injury or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

✓ | Commercial General Liability Insurance-Property damage and Liability: Minimum of \$1,000,000.00 per occurrence

- | |
- | |
- | |
- | |

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

✓ **LICENSE(S) / CERTIFICATIONS:** In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

- W. Va. Business certificate from the Secretary of State's Office and any other licenses it may be required to hold by the nature of its operation.
- Debarment and Suspension: Successful vendor must certify that no entity, agency or person associated with the vendor is currently debarred or pending suspension from conducting business with any governmental unit.
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- | |

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

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)

Asst. Dir of operations

(Representative Name, Title)

304-344-2311 / 304-345-8162

(Contact Phone/Fax Number)

6-27-12

(Date)