

SEALED BID:

BUYER: CRYSTAL RINK

SOLICITATION NO.: CRFQ DJS1800000003

BID OPENING DATE: MARCH 7, 2018

BID OPENING TIME: 1:30PM EST

FAX NUMBER: 304-558-3970



THE STATE OF THE S

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Rink

SOLICITATION NO.: CRFQ DJS1800000003

BID OPENING DATE: March 7, 2018 BID OPENING TIME: 1:30 PM EST FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 7, 2018 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East Charleston, WV 25305-0130

☐ Cost

304-344-2382

Purchasing Division PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 flated 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 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, ficense assessment, defaulted workers' compensation premium, penalty or other assessment presently definiquent 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 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 felse swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 Brother	3
Authorized Signature: Bell Likely	Date: 3-7-18
State of West Vincinia	540.
County of Lanauha to-wit	_
Taken, subscribed, and sworn to before me this 2	day of Warch 2018
My Commission expires	20/8.
AFFIX SEAL OFFICIAL SEAL NOTARY PUBLIC	NOTARY PUBLIC MULL & Murrally
STATE OF WEST VIRGINIA Angela L. Nunnally 1209 First Ave.	Purchasing Affidavit (Revised 01/19/2018)

Charleston, WV 25302 My Commission Expires Dec. 10, 2018

304-344-2382

T-989 P0004/0012 F-352

WV-10 Approved / Revised 09/15/17

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 Vendor Preference, if applicable.

	The state of the s
×	Application is made for 2.5% veridor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia, 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,
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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. (X)	Application is made for 2.5% 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% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
	Application is made for 5% 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,
<u>5.</u>	Application is made for 3.5% 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% 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.
	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women-and minority-owned business.
requiren or (b) as	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order, sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
auknonzi the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and as the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and it a	nereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder mything contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
Bidder:	Coney Brothers signed: 75lly & Khele
Date:	3-7-16 Time: Dir-of- (Dore tons

^{*}Check any combination of preference consideration(s) indicated above, which you are sutilised to receive.

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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jally L					
(Name, Title)				
_ Breek	r of	Ofera	MUM		
(Printed Nam	e and Tit	le)	Cherleston	1100	10301
(Address)		71.00.	C- CO PCS /CI \		72301
<u> 304-344-</u>		FX	304-344-234	ı	
(Phone Numb	- e Con	(Number)	es Com		·
(email addres	s)	0			

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirery; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

<u>301-344</u> -2311	F#	304-345-8162
(Date)		
3-7-18		,
(Printed Name and Title of	Author	rized Representative)
Billy Lithelix 52		Driveter at assert as
(Authorized Signature) (Re	presen	tative Name, Title)
(Authorized Signature) (Re	i.	Director of Operations
(Company)		
Corey Broth	ers	

CRFQ D.S1800000003

EXHIBIT A PRODUCE - PRICING SHEET #1

tem	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per unit	Mark Up (%)	State Purchase Price	x Estimated Annual Otv-Cases	= Annual Total
	Fruits)) 						
1	APPLES, Gold, delicious, min US Fancy Gr, 125ct. size	40	125ct gold	19.47	55%	\$30.179	25	754.463
	APPLES, red, delicious, min US Fand Gr, 12\$ct.	°V 40	125ct red	15.9	55%	\$24,645	25	616.125
3*	Bananas, yellow variety, maturity level to ensure ripening	40	40lb bananas	13	55%	\$20.150	100	2,015.000
	Grapes, red, seedless, US No. 1 (at	7e 18	18lb red grape	17.95	. 55%	\$27.823	25	695.563
5	Cantaloup, U.S. No. 1 gr, 12 count.	38	12ct cantaloupe	11.2	55%	\$17.360	50	868.000
6	Melon Honeydew, US No. 1	25	6ct honeydew	14.2	55%	\$22,010	50	1,100.500
7	Oranges, US No. 1, Valencia and Navel \$8 ct		88ct crange	26.72	55%	\$41.416	50	2,070.800
8	Pineapple, Fresh	7 ct	7ct pineapple	11	55%	\$17.050	100	1,705.000
9	Strawberries, US No 1, 8-11b. tray	8	8/1 b strawberrie	10.5	55%	\$16.275	50	813.750
10	WATERMELON, FRESH, seedless, U No. 1 Grade, 4 or 5 per case,	50	Sct watermelon	30.27	55%	\$46.919	50	2.345.925
10	Vegetables					T 1-1		
11	Broccoli, Florets 6/3lb. 1/2 case		6/3lb broccoli florettes	23	55%	\$35.650	10	356.500
12	Cabbage, Green, U.S. No 1, 1/4 cs.	13lbs	13lb green cabbage	3.18	55%	\$4.929	10	49.290
13	Cauliflower, indv. wrapped	12ct.	12ct cauliflower	15	55%	\$23.250	20	465.000
14	Carrots, Baby, Fresh 5lb.	5	Slb baby carrot	4.18	55%	\$6.479	20	129.580
15	CELERY, FRESH 1/4 case	13lbs	1/4cs celery	4.73	55%	\$7.332	10	73.315
16	Cucumbers, U.S. No. 1, 5lb.	5	5(b cucumbers	1.31	55%	\$2.031	20	40.610
17	ROMAINE, FRESH, issued by lb	36	12/3lb romaine heart	13	55%	\$20.150	25	503.750
18	Onions, Yellow, Jumbo 50#	50	50ib jumbo yellow onions	13	55%	\$20.150	15	302.250
19	Peppers, Green 1/4 case	6	1/4cs green peppers	2.96	55%	\$4.588	10	45.880

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20*	Potatoes, baking Idaho, U.S. 90 ct.	50	90ct idaho baker	15.5	55%	\$24.025	25	600.625
21*	Tomatoes, US No. 1 fresh 5X6	25	25lb 5x6 tomato	11.95	55%	\$18.523	25	463.063
22	Eggs, Large	30 doz	30doz Irg eggs	39.67	55%	\$61.489	10	614.885
23	Tomatoes, Cherry, 12-1 Pint		12/1 cherry tomato	14	55%	\$21.700	25	542,500
	Miscellaneous Processed Items							
24	Garden Salad, Baby Spring Mix	31b	3lb baby garden salad	7.03	55%	\$10.897	50	544.825
25	Lettuce, Shredded, Chilled, Salad Mis bags	×	4/5ib tossed salad	11.8	55%	\$18.290	25	457.250
26	Spinach, cello bags 4/2.5 lbs.	10	4/2.5 spinach	17.8	55%	\$27.590	25	689.750
	Vendor's Costs for the week of		shall be	used for all items.				
	Note: These are most common item.	s, all items are	e not listed on the bid form.					

Grand Total

18,864.198

^{*} For this item, the Vendor's Costs and documentation shall be shown in Bid Sheet 2

CRFQ	DJS1800000003		
	Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
2*	APPLES, red, delicious, min US Fancy Gr, 125ct	ag growers/corey brothers/2-16-18/125ct red apples/108	\$15.90
3*	Bananas, yellow variety, mature 40lbs.	del monte/corey brothers/2-22-18/rosy bananas/48	\$13.00
20*	Potatoes, Baking, Idaho, 90 ct.	sungo/corey brothers/2-22-18/90ct burbank/84	\$15.50
21*	Tomatoes, US No. 1 fresh 5X6.	Farmer fresh/corey brothers/2-19-18/25lb 5x5/80	\$11.95

Vendor's Costs for the week of February 26, 2018 shall be used

VENDOR'S NAME & REMIT TO	VENDOR'S CONTACT: COPEL BROTLEYS	
ADDRESS:	Telephone: (304)344-2311	
	Fax: (304)345-8162	 -
:12	Email:bphelix@coreybrothers.com	
		· _

3-7-18

DATE:

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 NA., INC.

PO BOX 741308

ATLANTA, GA 30374



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Bill To:

COREY BROTHERS, INC.

PO BOX 166

CHARLESTON WV 25321-0166

Ship To:

COREY BROTHERS, INC. 1410 LEWIS STREET

CHARLESTON, WV 25321-0166

Page	4	of	
P208		MI	

Invoice #	Invoice Date	Ship Date	Order #	PO#1	PO#2	AWB/Trailer#	
4862117	02/22/2018	02/22/2018	04862117	BILL	·		

				1971	
PRODUCT DESCRIPTION		COMP	QTY	PRICE	TOTAL
BANANA: DM 40LB NAKED Product of Guetemata		CBW	96	\$5.00	\$480.00
BANANA: DM 40LB IP's Product of Guatemala		CBW	40	\$16.00	\$640.00
BANANA; DM 40LB NAKED Product of Guatemala		CBM	48	\$16,00	\$768.00
BANANA: ROSY 40LB NAKED Product of Guatemala, Costa Rica	25	CBW	48	\$13.00	\$624.00
PALLETS: CHEP SERVICE Product of		CBW	4	\$0.00	\$0:06
N.	invoice Total Please Rem	it In US Dollars			\$2,512.00
Customer	Person: KO1 1/Code: 35142/GCCORY				

Trade Terms: DELIVERED SALE

Order Type: DIRECT STORE DELIVERY

TERMS: NET 16 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 %% 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

THE RESERVE TO SHARE THE PERSON NAMED IN		To be the first of the last the same of the same	REMITTANCE ADVICE
	PKESH PE	CLOUGHLE N.A. INC.	REWILL AND THE

Bill To:

35142

Bill To Name: COREY BROTHERS, INC.

P.O. #: BIL

Invoice #:

4862117

Invoice Date: Invoice Amount: 02/22/2018

Remittance Amount:

\$2,512.00

COREY BROS. INC

P 0 BOX 166

PACE

AG GROWER SALES, LLC

Packers and Shippers of Premium Produce

636 Valley Mall Parkway, Suite 203 East Wenatchee, WA 98602 (509) 886-7016 · FAX (509) 884-0129

Accounting Fax (509) 886-5901

CHARLESTON. WV 25321-6166

TWO TROM

2/16/18 1648 Washington CHARLESTON, WV OVERLAND TRUCKING

1195 00

KOUTE: LABEL:

P.O. 4: SERVICE

SHIPPED:

MAINTAIN 34 DEGREES

304.344.2382

SOLD TO:

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490	WAXF RED					75	27	11.900	5,	831	00
98.	WAXF RED 98/12/3	BAG:	s					16.950	1,	656	20-
108	WAXF RED 108/125	2						15.900	1.	717	20
74	WAXF RED 74/138							15.900	1,	176	60/
200	WA FANCY 200/138	RED						15.900	3,	180	00
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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.

A finance charge calculated at the rate of 1 1/2% per month [18% annually), or at the highest rate permitted by law, will be applied to all past due amounts. In addition, should any action be commented between the parties to this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award for the actual attorney's fees and costs in bringing the action and/or enforcing any judgement granted in the action.

All sales FOB, no grade contract. All claims must be reported within 24 hours of arrival and supported by acceptable USDA inspection contificates. No deductions allowed without prior written authorisation from seller.

7 2018 01:22pm P0011/0012 F-352

Sun Glo of Idaho, Inc. 378 South 7th West Sugar City ID 83448

INVOICE

Invoice #: 107511 Invoice: 2/22/18 Ship: 2/22/18 Pay Terms: Net 20

Sold To: Corey Brothers Inc. PO Box 166

Charleston WV 25321

Ship To: Corey Brothers Inc. 1410 Lewis Street

Charleston WV 25321

Page 1 of 1

Sale Terms: DLVD Order: 2/20/18

Salesperson: Jill Cox

Carrier: KOR/ JIM PALMER

Trailer lic: 32A854

St: MO

Cust PO:

Via: Truck **Currency: USD**

Broker:

Description Quantity UOM **Price** Amount Burbank CTN 8 oz DRC US#1 Rigby Produce Product of USA 20 ctn 27.00 540.00 Burbank 8# Cir Poly Ppr N/A US#1 Sun Supreme Product of USA 42 bale 11.25 472.50 Burbank CTN 90CT US#1 Sun Supreme Product of USA 84 ctn 15.50 1,302.00 Burbank CTN 70CT US#1 Sun Supreme Product of USA 84 ctn 16.50 1.386.00 Burbank 5# R Mesh Ppr N/A US#1 Sun Supreme Product of USA 12,75 84 bale 1,071.00 Burbank 10# R Mesh Ppr N/A US#1 Sun Supreme Product of USA 526 bale 6,180.50 11.75 INVOICE TOTAL: 840

10,952,00

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

The penshable agricultural commodities listed on this invoice are sold subject to the statutory trust actionized by section 5(6) of the Panshable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Past due invoices shall accrue interest at a 1 1/2 % per month. If overdue accounts are referred to an attorney, you agree to pay our 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 produce transaction.

Farmer Fresh Produce, LLC 425 South Woodlake Way PEARL RIVER, LA 70452 504-329-7545 carilester58@gmail.com

BILL TO Corey Brothers 1410 Lewis Street Charleston, WV 25321

TERMS Net 21

P.O. NUMBER Billy

. ACTIVITY) PTY	Capate,	AMOUNT
TOMATRRMMD Tomato, Roma Medium	81	9.95	805.95
TOMAT25#5X5 Tomatoes, 5x5, 25#, Loose	- 80	11.95	956.00
PEPPERGRCH Pepper, Green Choice	56	11.95	669.20
TOMATO#2 Tomato, #2	80	8.75	700.00
FREIGHT	4	300.00	1,200.00

The perishable agricultural commodities listed on this invoice are ine perishapie agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5 (c) of the Perishable Agricultural Commodities Act. 1830 (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 of proceeds from the sale of these commodities, until full beyment is

TOTAL DUE		\$4,33	1.15
	Hw 1		
		Mary III	