



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

# Request for Quotation

REQ NUMBER  
HHR90143

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/20/2009				

BID OPENING DATE: 06/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
		</				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

RECEIVED  
2009 JUN 10 P 9:25  
PURCHASING DIVISION  
STATE OF WV

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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Department of Administration  
Purchasing Division  
2019 Washington Street East  
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LINE

QUANTITY

UOP

CAT  
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL  
BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE  
ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE  
(1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE  
RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN  
NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES  
SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM  
TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY  
AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN  
MARKET, WITHOUT THE FILING OF A REQUISITION OR COST  
ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR  
IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN  
CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-  
PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME  
OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE  
APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY  
THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED  
THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY  
ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT,  
WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A  
WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO  
THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.  
THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE  
VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY  
MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY  
RETAINED BY THE SPENDING UNIT.

INVOICING: CONTRACTOR SHALL INVOICE THE ORDERING

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

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SPENDING UNIT FOR THE GOODS AND SERVICE RECEIVED.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:  ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						

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01:30PM

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## EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

REV. 3/88

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

## NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
BUILDING 15  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

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BID OPENING DATE: 06/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----HHR90143-----						
BID OPENING DATE:-----6/17/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-345-8162						
CONTACT PERSON (PLEASE PRINT CLEARLY): Billy Phelix						
***** THIS IS THE END OF RFQ HHR90143 ***** TOTAL:						

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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.....	17 %
2. Vegetables .....	17 %
3. Miscellaneous Processed Items.....	17 %

Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up ( <u>10</u> %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
<b>Fruits</b>							
APPLES, red, delicious, min US Fancy Gr, 100 count.	40		19.40	17 %	22.70	400 CASE/ 16,000 lb	9,080.00
Asparagus, Green	11		15.51	17 %	18.15	200 CASE/ 2,200 lb	3,630.00
Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg. 5.	40		11.00	17 %	12.87	800 CASE/ 32,000 lb	10,296.00
Grapes, red, seedless, US No. 1 Table Gr,	18		24.50	17 %	28.47	900 CASE/ 16,200 lb	25,803.00
Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	12 <sup>1</sup> / <sub>2</sub>	9.90	17 %	11.59	400 CASE/ 15,200 lb	4,636.00
Melon, Honeydew, US No. 1	25		9.60	17 %	11.24	150 CASE/ 3,750 lb	1,686.00
Oranges, US No. 1, Valencia and Navel	40	12 <sup>1</sup> / <sub>2</sub>	10.25	17 %	12.58	400 CASE/ 16,000 lb	5,032.00
Strawberries, US No 1, 6 pints per flat	9		201	17 %	8.21	100 FLATS	821.00
WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case.	50		325	17 %	4.39	250 CASE/ 12,500 lb	6,092.50
<b>Vegetables</b>							
Broccoli, US No. 1	20	14 <sup>1</sup> / <sub>2</sub>	10.20	17 %	11.94	100 CASE/ 2,000 lb	11,940.00
Cabbage, Green, U.S. No 1,	50		11.00	17 %	12.87	200 CASE/ 10,000 lb	2,574.00
Carrot, topped, US No. 1,	50		11.25	17 %	13.25	250 CASE/ 12,500 lb	3,437.50
CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50		13.50	17 %	15.80	200 CASE/ 10,000 lb	3,160.00
Cucumbers, 85% U.S. No. 1	50		8.90	17 %	10.42	300 CASE/ 15,000 lb	3,126.00

Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used for all items. (Bid Document Instructions: A & B.)



1	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	30		*	11.99	12 %	14.03	300 CASE/ 9,000 lb	4208.00
3	ROMAINE, FRESH, issued by lb	36			13.95	12 %	16.33	100 CASE/ 3,600 lb	1633.00
7	Onions, Yellow	50			8.25	12 %	9.60	150 CASE/ 7,500 lb	1449.00
3	Potatoes, Baking, Idaho, U.S. No. 1,	50			13.71	12 %	16.01	400 BAG/ 20,000 lb	6416.00
*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea.	50		*	11.00	12 %	12.82	200 BAG/ 10,000 lb	2574.00
*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	25		*	9.95	12 %	11.65	400 CASE/ 1,000 lb	466.00
1	Turnip, U.S. No. 1, 25 lb/ bag	25			13.50	12 %	15.80	160 BAG/ 4,000 lb	2528.00
<b>Miscellaneous Processed Items</b>									
*	Celery, Sticks, US No. 1 Gr, Chilled, 5 lb	5		*	29.60	12 %	9.32	200 CASE/ 1,000 lb	1864.00
3	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20			11.20	12 %	13.11	100 CASE/ 2,000 lb	1311.00
1	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20			32.90	12 %	44.35	100 CASE/ 2,000 lb	4435.00
Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used for all items. (Bid Document Instructions: A & B.)									<b>Total Cost</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: \$ 0.00 Restocking Fee.

Charge for Second Weekly Delivery: .....

REGION I 0 REGION II 0 REGION III 0 REGION IV 0

CONTRACTOR'S ADDRESS: CONTRACTOR'S CONTACT:

1410 Lewis Street Telephone: (800 ) 395-2311  
 Charleston, WV 25301 FAX: (304 ) 344-2311  
 Email: CBISALES@WVDSL.NET

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 May 17, 2009 through May 23, 2009 shall be used.** (See Bid Document Instructions: A & B)

	Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia. min 5.5 in. lg. 5.	Del Monte, # 0WA3714 40 # Bananas, 48	11.00
4*	Grapes, red, seedless, US No. 1 Table Gr.	Del Monte, # 0WA0379, 18 # Crimson Grapes, 96	24.50
11*	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	Custom Produce, # 150877, 12 # cantaloupes, 5-6	9.90
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg.	Dole, # V21304, liner lettuce, 120	11.99
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea.	Torres Farms, # 90469, white Potatoes US #1, 90	11.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	Del Campo, # 16237, 6x6 vineRipe, 144	9.95
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Freshway Foods, # 260167, 4/5 Celery sticks, 18	7.96

per 5 #

**Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used.**

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

RFQ No. HHR90143

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

**West Virginia Code §5A-3-10a** provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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.

Vendor's Name: Coney Brothers Inc  
 Authorized Signature: Billy J. Phelps Date: 6-8-09

## 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: Coney Brothers Inc

Signed: Billy J. Rhelrod

Date: 6-8-09

Title: Assistant Director of Operations

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

**PAY TERMS**

21 Days

**INVOICE NUMBER**

260107



**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

<b>Order Date:</b> 05-22-09	<b>Sales Person :</b> MENA RUGGIERO	<b>Carrier :</b>
<b>Inv. Date:</b> 05-26-09	<b>Customer P.Q.:</b> n	<b>Sales Terms :</b> Delivered
	<b>Internal P.O.</b> 175011	

Quantity Shipped	Weight Shipped	Item Number	Description	Pack Size	Unit Price	Case Price	Extended Price
18	360.0	70623	GELERY STICK 4" 4/5# TRAY	4/5# TRA	1.5904	\$31.81	572.54
3	15.0	71604	PINEAPPLE CHUNKS 2/2.5# 1	2/2.5#	3.2480	\$16.24	48.72
10	200.0	72209	GREEN CABBAGE SHRED AP	4/5#	0.5950	\$11.90	119.00
12	120.0	75019	RED ONION SLAB TRAYPACK A	2/5#	1.2500	\$12.50	150.00
10	200.0	75235	YELLOW ONION JULIENNE AP	4/5#	0.8900	\$17.80	178.00
1	20.0	75407	TOMATO DICED	4/5#	1.3500	\$27.00	27.00
3	60.0	75604	TOMATO SLICED 1/4" 4/5#	4/5#	1.8950	\$37.90	113.70
SEAL # 4080053							
Delivery Charge				120.0000	of	0.00	\$120.00
Corey Brothers, Inc. Rec. By <u>Charles G. Dent</u> Date: <u>5-25-07</u> Am <u>7:00</u> Pm <u>✓</u> Lumper Fee \$ <u>          </u> Food Temp <u>34/</u>							
<b>Totals</b>							
57	975.0		PALLETS IN <u>          </u> PALLETS OUT <u>          </u>				\$1,328.96

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.  
33979 TREASURY CENTER  
CHICAGO IL 60694-3900



**Bill To**  
COREY BROTHERS, INC.  
PO Box 166  
Charleston WV 25321-0166

2.96

**Ship To:**  
COREY BROTHERS, INC.  
1410 LEWIS STREET

CHARLESTON WV 25301

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
0NA3714	5/22/2009	5/22/2009	NA3714	BILL			LST0921

PRODUCT DESCRIPTION					OR	WHS	UP	SP	QTY	PRICE	TOTAL
B.	40	RO	BANANAS	P S	GU	CBW	CM	CB	48 ✓	\$11.00	\$528.00
AV	060	H2	25 NL AVOCADOS: HASS 60CT #2	P L	MX	CBW	MX	CB	20 ✓	\$29.50	\$590.00
P	008	MD	25 DM FRESH PINEAPPLES	P S	CR	CBW	CM	CB	75 ✓	\$11.00	\$825.00
P	006	MD	25 DM FRESH PINEAPPLES	P S	CR	CBW	PM	CB	40 ✓	\$12.00	\$480.00
T	066	GG	25 NL TOMATOES: GAS GREEN 6X6	P L	US	CBW	OP	CB	10 ✓	\$12.00	\$120.00
T	18C	HH	15 NL TOMATOES: HOTHOUSE 18-25CT	P L	CD	CBW	OP	CB	10 ✓	\$13.00	\$130.00
BP		R	11 NL PEPPER: BELL RED 11#	P L	CD	CBW	OP	CB	10 ✓	\$20.00	\$200.00
BP		Y	11 NL PEPPER: BELL YEL 11#	P L	CD	CBW	OP	CB	5 ✓	\$21.00	\$105.00
CK		HH	10 NL CUCUMBERS: HOTHOUSE	P L	CD	CBW	OP	CB	5 ✓	\$10.50	\$52.50
G		TH	NL GRAPES	P L CP	CH	CBW	OP	CB	30 ✓	\$25.00	\$750.00

Invoice Total Please Remit In U.S. Dollars

\$3,780.50

**Sales Person:** 039

**Customer #/Code:** 35142 /COREYCHAR

**Trade Terms:** D DELIVERED SALE

**Order Type:** DIRECT STORE DELIVERY

This Invoice Generated via EDI

**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(c) 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**

5/22/09

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

**Bill To:** 35142

**Invoice #:** 0NA3714

**Bill To Name:** COREY BROTHERS, INC.

**Invoice Date:** 5/22/2009

**P.O. #:** BILL

**Invoice Amount:** \$3,780.50

**Remittance Amount:**



# 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.  
33979 TREASURY CENTER  
CHICAGO IL 60694-3900

**ENTERED**


**Bill To:**

COREY BROTHERS, INC.  
PO Box 166  
Charleston WV 25321-0166

**Ship To:**

COREY BROTHERS, INC.  
1410 LEWIS STREET  
CHARLESTON WV 25301

Page 1 of 1

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
0NA0739	5/21/2009	5/20/2009	NA0739	BARRY			RAJ0919

**PRODUCT DESCRIPTION**

					OR	WHS	UP	SP	QTY	PRICE	TOTAL
CA	009	40	DM CANTALOUPE	S HP	CR	CBW	PM	CB	56	\$10.00	\$560.00
CA	012	40	DM CANTALOUPE	S HP	CR	CBW	PM	CB	56	\$10.00	\$560.00
G	CN	NL	GRAPES: CRIMSON 18#	L	CH	CBW	OP	CB	96	\$24.50	\$2,352.00
BP	R	11	NL PEPPER: BELL RED 11#	L	CD	CBW	OP	CB	10	\$20.00	\$200.00
G	TH	NL	GRAPES	L CP	CH	CBW	OP	CB	50	\$24.50	\$1,225.00
XP		65	BLUE CHEP PALLETS	S	US	CBW	CM	CB	2	\$0.00	\$0.00

Invoice Total Please Remit in U.S. Dollars

**\$4,897.00**

**Sales Person:** 039

**Customer #/Code:** 35142 /COREYCHAR

**Trade Terms:** D DELIVERED SALE

**Order Type:** DIRECT STORE DELIVERY

**This Invoice Generated via EDI**

**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(c) of the Perishable Agricultural Commodities Act, 1930 (7U.S.C. §499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

Past due invoices shall accrue interest at 1 1/4% 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**

5/20/09

# INVOICE

## TORREY FARMS, INC.

GROWERS, PACKERS & SHIPPERS

Box 187, Maltby Road • Elba, New York 14058

Onions  
Cucumbers  
Winter Squash  
Pumpkins  
Summer Squash

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



Grown With Pride...  
Fax No.: 585-757-2528  
E-Mail torrey@rochester.rr.com  
www.torreyfarms.com  
P.O.#

Green & Wax Beans  
Green & Red Cabbage  
Slaw Cabbage  
Potatoes: Whites, Reds, Yukons

Banner  
Torrey Farms  
Elba  
Brands

INVOICE NO.: 90469  
INVOICE DATE: 5/07/2009

PAYMENT TERMS: NET 10

SHIPPING DATE: 5/07/2009

SHIPPED FROM: ELBA

FREIGHT TERMS: DELIVERED

TRUCK ADVANCE

SOLD TO: COREY BROTHERS INC.  
P.O. BOX 106  
1410 LEWIS ST  
CHARLESTON WV 25321

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

OUR ORDER NO.: 90469  
BROKER:

SALESMAN: SHANNON  
BROKER P.O. #

INSPECTION: B/L: 90469  
ROUTING: PAUL MARSHALL ENTERPR  
LICENSE NO.:

DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT
YELLOW ONIONS CULL 50# BAG	180 ✓	4.50	bag	810.00
MEDIUM GREEN CABBAGE ELBA 50# CARTON	144 ✓	10.00	ctn	1,440.00
WHITE POTATOES U.S.#1 50# BAG ELBA	90 ✓	11.00	bag	990.00
LARGE GREEN CABBAGE 50# BAG	160 ✓	9.50	bag	1,520.00
WHITE POTATOES CULL 50# BAG	270 ✓	5.25	bag	1,417.50

PRODUCT OF THE USA

product in House during the week in question

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

5/8/09

PAID  
2889

5-22-09

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. 495e (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

844

6,177.50

Please Pay by Invoice

TOTAL QUANTITY

TOTAL AMOUNT



# INVOICE 016237

DEL CAMPO FRESH, INC.

P.O. Box 1102  
IMMOKALEE, FL 34143

Phone (863) 675-2200

Fax (863) 675-4406

DATE 5/20/09	SALESPERSON
CUSTOMER ORDER NO. DO # 8106	
TAX EXEMPT NO.	

SOLD TO:

Corey Brothers Inc  
PO Box 1102  
Charlottesville, WVA 25321  
Dmkg, DS, NO - SPQO, BE LOTOI

Print name

X E P Robinson

TRAILER TAG #

TWR214104  
E P Robinson

DRIVER SIGNATURE

DL F030214 WVA

TERMS: NET P.A.C.A.

CASH	CHARGE	C.O.D.	MOSE. RET'D.	PAID OUT	SHIP VIA	F.O.B. POINT	QUANTITY	STOCK NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
							216	5 x 6 + Lg	Vine Ripe Tomatoes PINK	8.95	1933.20
								5 x 6 + Lg	Vine Ripe Tomatoes		
								5 x 6 + Lg	Vine Ripe Tomatoes		
							216	5 x 6	Vine Ripe Tomatoes PINK	7.95	1717.20
							24	5 x 6	Vine Ripe Tomatoes LIP (G)	7.95	190.80
								6 x 6	Vine Ripe Tomatoes		
							144	6 x 6	Vine Ripe Tomatoes PINK	7.95	1144.80
								6 x 6	Vine Ripe Tomatoes		
								6 x 6	Vine Ripe Tomatoes	295 FOB + \$2.00 Frt =	995 Delivered
								6 x 7	Vine Ripe Tomatoes		
								Cherries	Vine Ripe Tomatoes		
							120	Grapes	Vine Ripe Tomatoes	8.95	1074.00
							20	Roma	Vine Ripe Tomatoes PINK	8.95	179.00
								Roma	Vine Ripe Tomatoes		
								Bell Peppers			
							740	Total			

Any claims for shortage, damage or condition will not be honored unless the problem is reported in writing to Seller within eight (8) hours of receipt of the product and a timely USDA inspection is performed on the product. Interest shall accrue on any past due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorney's fees and costs.

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. 409e(c)). The seller of these commodities retains a trust claim over these commodities, all inventions of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until payment is received.

CUSTOMER SIGNATURE

TOTAL 6239.00



Dole Fresh Vegetables, Inc.

INVOICE NO.

INVOICE DATE

SHIP DATE

V21Z0A

5/19/09

5/19/09

SHIP  
TOCOREY BROTHERS INC  
1410 LEWIS STREET  
CHARLESTON WV 25321SHIPPED VIA: INGRAHAM  
LICENSE #: 242  
SALES REP.: JIMMY GARCIA

TYPE	TERMS	SHIPPED FROM	CUSTOMER NO.	BROKER NO.	REMARKS
------	-------	--------------	--------------	------------	---------

FOB

NET 10

MARINA

COREY

CUSTOMER PO

ITEM DESCRIPTION

PROD. ORIG.

UNITS

UNIT PRICE

TOTAL AMOUNT

DOLE PRECISION PCK LET LNR

US

120 ✓

6.00

720.00

PALLET-DOLE LET BAG 24'S

US

120 ✓

7.00

840.00

DOLE ROMAINE LINER 24'S

US

140 ✓

7.50

1,050.00

ASP US DOLE LG 28# BU

US

10 ✓

31.00

310.00

ENERGY SURCHARGE

85.80

FUEL SURCHARGE

19.50

FOOD SAFETY PASS-THRU COST

85.80

==&gt; TOTALS

390

3,111.10

PAID  
6/1/09  
CHK 2962

ENTERED

5/22/09

FRO

PAYMENT OF LESS / MORE THAN THE BALANCE DUE MUST BE ACCOMPANIED BY A  
COPY OR THE ORIGINAL UPPER PORTION OF THIS INVOICE.

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.

ALL SALES F.O.B. NO GRADE CONTRACT. GOOD DELIVERY STANDARDS APPLY, EXCLUDING BRUISING, DISCOLORATION AND / OR DISCOLORATION FOLLOWING BRUISING. ALL CLAIMS MUST BE SUBSTANTIATED BY A U.S.D.A. INSPECTION. DISCREPANCIES MUST BE REPORTED IN WRITING WITHIN 24 HOURS OF RECEIPT OF PRODUCT. IN ADDITION, ALSO INCLUDED IN THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE INCLUDING EPIDERMAL PEEL. DO NOT DEDUCT FOR PRODUCT SHORTAGE-FILE CARRIER CLAIM.

A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) MAY BE APPLIED TO THE PREVIOUS BALANCE ON ALL PAST DUE ACCOUNTS. ALL REASONABLE LEGAL FEES AND COLLECTION COSTS ASSOCIATED WITH UNPAID SUMS OWED IN CONNECTION WITH THIS TRANSACTION WILL BE PAID BY THE BUYER.

ALL PURCHASES ARE MADE SUBJECT TO DOLE TERMS AND CONDITIONS OF SALE WHICH MAY BE OBTAINED BY WRITING TO: DOLE, P.O. BOX 2018, MONTEREY, CA 93942. A REBATE, PROMOTIONAL OR PURVEYOR ALLOWANCE MAY BE APPLICABLE.

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO: DOLE FRESH VEGETABLES,  
91958 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-0919

CUSTOMER	COREY BROTHERS-W.VA	CUSTOMER NO.	MCOREY	INVOICE NO.	V21Z0A
INVOICE AMT. \$	3,111.10	B/L NO.		P.O. NO.	

PAYMENT REMARKS:

NOTE -- PAGE 1 OF 1

231



DEDUCTIONS INCLUDING POSTAUDIT, TAKEN LATER THAN ONE (1) YEAR FROM SHIP DATE WILL NOT BE HONORED.

IONS  
SIDEPACKAGES  
N FOR  
ATION.PRODUCTS  
101  
SALAD  
S BILL OF  
EET THE  
OUP 4,  
ODE,  
ED THE

R

WHITE - SHIPPER COPY  
YELLOW - CARRIER COPY  
PINK - CONSIGNEE COPY

Page: 1

TOTAL CTNS →

390



## Custom Produce Sales

P.O. Box 977  
Kingsburg, CA 93631-0977  
Phone 559/595-6000  
Fax 559/646-1030

INVOICE NO.: 150877  
INVOICE DATE: May 21, 2009  
PAYMENT TERMS: Net 10 Days  
SHIPPING DATE: May 19, 2009  
SHIPPED FROM: 1 - FOB  
FREIGHT TERMS:

BUYER I.D.:

PO#

SOLD TO:

COREY BROS INC.  
P.O. BOX 166  
CHARLESTON WV 25321

SHIP TO:

COREY BROS INC.  
P.O. BOX 166  
CHARLESTON WV 25321

OUR ORDER NO.: 150877  
BROKER:

SALESMAN: 90 - LORENA L

INSPECTION:  
ROUTING: 4HN1673  
LICENSE NO:

B/L: 150877  
Page 1 of 1

DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT
CANTALOUPE MELONS CTN 12'S PRODUCT OF US	56	5.95	CTN	333.20
HONEYDEW MELONS CTN 6'S PRODUCT OF MX	70	6.45	CTN	451.50
RED BELL PEPPERS CHOICE PRODUCT OF MX	21	22.95	CTN	481.95
RIO RED GRAPEFRUIT CTN 40'S PRODUCT OF US	10	11.25	CTN	112.50
KIWI VOLUME FILL 36'S CL	5	15.50	CTN	77.50

(2 cantaloupes @ 5.95) + (10 kiwi @ 15.50) = 9.90 delivered

5/22/09

PRODUCT SOLD UNDER THIS INVOICE MAY BE SUBJECT TO PROMOTIONAL ALLOWANCES.

Please show our file number on your remittance. Accounts past due are subject to a Finance charge of 1 1/2% per month, 18% per annum. All shipments based on good delivery standards. No claims accepted unless supported by USDA inspection within 24 hours of arrival and a temperature recording device record. Any deduction taken from this invoice must be approved in advance by Custom Produce Sales in writing in order to constitute full settlement on this invoice. Deposit of a check for less than the full amount of an invoice shall not constitute an accord and satisfaction nor a full settlement of an invoice without prior written agreement. In the event legal action is commenced to collect the sums due under this invoice, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees incurred thereby as damages in addition to any principal balance then remaining due.

PLEASE PAY

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)). Seller of these commodities retains a trust claim over these commodities, all inventories of food or products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

162

1,456.65 USD

TOTAL QUANTITY

TOTAL AMOUNT



U.S. DEPARTMENT OF AGRICULTURE  
AGRICULTURAL MARKETING SERVICE  
FRUIT & VEGETABLE PROGRAMS, P.A.C.A. BRANCH  
NATIONAL LICENSE CENTER  
8700 CENTREVILLE ROAD, SUITE 202  
MANASSAS, VA 20110-8411  
(800) 495-PACA

**LICENSE CERTIFICATE**  
(Issued Under the Perishable Agricultural  
Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
19153743	08-24-2009	FRESH FRUITS & VEGS	WHOLESALE DEALER	CORPORATION	0

COREY BROTHERS INC  
P O BOX 166  
CHARLESTON

WV 25321-0000

BUS: 1410 LEWIS STREET  
CHARLESTON

WV 25301-0000

*Read  
"NOTICE TO LICENSEE"  
on reverse side*

**LICENSEE:**  
*Please examine this Certificate  
for accuracy.  
Report errors to P.A.C.A. Office  
at above address*

Phone: (304) 344-3602 Fax: Email:

EIN :

STATE IN WHICH INCORPORATED OR FORMED  
WEST VIRGINIA

DATE INCORPORATED  
07-01-1954

**PRINCIPALS - OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK**

NAME (LAST - FIRST - MIDDLE INITIAL)

TITLE

COREY HOLDING COMPANY INC

SH

COREY ROBERT D

VPCEO

DENISON II KEITH E

D, P

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

*Robert C. Sherry*

DEPUTY ADMINISTRATOR, FRUIT & VEGETABLE PROGRAMS

10003863-906 : COREY BROTHERS INC

10003863 -906 Submit Query

NAME: COREY BROTHERS INC

Expiration Date: 01/17/2010

Coll Status: GOOD

Policy Num: 10003863-906

Effective Date: 01/17/2009

Policy Status: INFORCE

Service Team

Title	Name	Phone	Email
Business Director	WHITE, PAT	304-941-1000 x3475	Pat.White@brickstreet.com
Credit Analyst	BOSWORTH, CRAIG	304-941-1000 x5066	craig.bosworth@brickstreet.com
Underwriter	TELLSKO, SARA	304-941-1000 Ext:	Sara.Telisko@brickstreet.com
Business Dev Manager	CLONG	304-558-5072 Ext:	
S&L Rep	MDRAGOVICH, MIKE	304-941-1000 Ext:5744	michael.dragovich@brickstreet.com
Claim Adjuster	WHITE, STACY	304-941-1000 x	Stacy.White@brickstreet.com
RTW Specialist	STARK, GREG	304-941-1000 x5545	
Nurse Case manager	POTTER, DONNA	304-941-1000 x5465	
Med only adjuster			
Auditor			
Agent	TAMMY BOWLES		
Agency	WELLS FARGO INSURANCE SERVIC		

Helpful Links  
Location  
Officers/Owner  
Claim Summary  
Additional Named Insured

208-4245