



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

Solicitation

| |
|---------|
| NUMBER |
| DPS1320 |

| |
|------|
| PAGE |
| 1 |

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

VENDOR

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

 CHARLESTON WV 25321

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

| |
|--------------|
| DATE PRINTED |
| 01/02/2013 |

BID OPENING DATE: 01/24/2013 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|---------------|-------------------|
| 0001 | 1 | LS | | 390-28 | 105,116.50 | |
| FRESH FRUITS AND VEGETABLES | | | | | | |
| OPEN-END CONTRACT | | | | | | |
| THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE FRESH FRUITS AND VEGETABLES FOR THE WV STATE POLICE ACADEMY, PER THE ATTACHED SPECIFICATIONS. | | | | | | |
| ATTACHMENTS INCLUDE: | | | | | | |
| 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS | | | | | | |
| 2. GENERAL TERMS AND CONDITIONS | | | | | | |
| 3. DPS1320 SPECIFICATIONS | | | | | | |
| 4. CERTIFICATION AND SIGNATURE PAGE | | | | | | |
| 5. PURCHASING AFFIDAVIT | | | | | | |
| 6. RESIDENT VENDOR PREFERENCE (RVP) FORM | | | | | | |
| ***** THIS IS THE END OF RFQ | | | | | DPS1320 ***** | TOTAL: 105,116.50 |
| 01/24/13 08:24:21 AM West Virginia Purchasing Division | | | | | | |

| | | |
|----------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>Billy J. Phelps</i> | TELEPHONE 304-344-2311 | DATE 1-22-13 |
| TITLE Asst DIR of operations | FEIN 55 0382515 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

| Item | Fresh Produce U.S. No. 1 | Average Case Weight Lbs | Item Description / Package | Vendor's Cost per Unit (*Bid Sheet #3) | Mark Up (18%) | State Purchase Price (per unit) | x Estimated Annual Qty | = Annual Total |
|-------------------|---|-------------------------------|--|---|------------------|--|---------------------------------|-------------------|
| Fruits | | | | | | | | |
| 1 | APPLES, red, delicious, min US Fancy Gr, 100 count. | 40 | 100 ⁴ Red Apple | 27.90 | 18 % | 27.02 | 400 CASE/ 16,000 lb | 10,808.00 |
| 2 | Asparagus, Green | 11 | 11/1 ¹ lg Asparagus | 24.85 | 18 % | 29.32 | 200 CASE/ 2,200 lb | 5864.00 |
| 3* | Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5. | 40 | Bananas Yellow 40 ^k | 11.00 | 18 % | 12.98 | 800 CASE/ 32,000 lb | 10,384.00 |
| 4* | Grapes, red, seedless, US No. 1 Table Gr, | 18 | Red Grapes 18 ² us ¹ | 28.00 | 18 % | 33.04 | 900 CASE/ 16,200 lb | 29,736.00 |
| 5 | Cantaloup, U.S. No. 1 gr, 15 to 23 count. | 38 | 15 ^{1/2} cantaloupe | 2.95 | 18 % | 9.38 | 400 CASE/ 15,200 lb | 3752.00 |
| 6 | Melon, Honeydew, US No. 1 | 25 | 6 ^{1/2} Honeydew | 2.95 | 18 % | 9.38 | 150 CASE/ 3,750 lb | 1402.00 |
| 7 | Oranges, US No. 1, Valencia and Navel | 40 | 88 orange | 9.75 | 18 % | 11.51 | 400 CASE/ 16,000 lb | 4604.00 |
| 8 | Strawberries, US No 1, 6 pints per flat | 9 | 6 ^{1/2} Strawberry | 7.18 | 18 % | 8.47 | 100 FLATS | 842.00 |
| 9 | WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case, | 50 | 4 ^{1/2} watermelon | 19.60 | 18 % | 23.13 | 250 CASE/ 12,500 Lb | 5782.50 |
| Vegetables | | | | | | | | |
| 10 | Broccoli, US No. 1 | 20 | 14 ^{1/2} Broccoli | 9.35 | 18 % | 11.03 | 100 CASE/ 2,000 lb | 1103.00 |
| 11 | Cabbage, Green, U.S. No 1, | 50 | Cabbage 50 ¹ us ¹ | 2.50 | 18 % | 8.85 | 200 CASE/ 10,000 lb | 1770.00 |
| 12 | Carrot, topped, US No. 1, | 50 | 50 ¹ carrot | 11.70 | 18 % | 13.81 | 250 CASE/ 12,500 lb | 3452.50 |
| 13 | CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack | 50 | 30 ¹ celery | 13.50 | 18 % | 15.93 | 200 CASE/ 10,000 lb | 3186.00 |
| 14 | Cucumbers, 85% U.S. No. 1 | 50 | 50 ¹ select cucumber | 13.65 | 18 % | 16.11 | 300 CASE/ 15,000 lb | 4833.00 |

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 ^{lb} lettuce us #1 | * 7.35 | 18 % | 867 | 300 CASE/ 9,000 lb | 2601.00 |
| 16 | ROMAINE, FRESH, issued by lb | 36 | 24 ^{lb} Romaine | 7.39 | 18 % | 872 | 100 CASE/ 3,600 lb | 872.00 |
| 17 | Onions, Yellow | 50 | 50 ^{lb} Yellow onion | 5.90 | 18 % | 649 | 150 CASE/ 7,500 lb | 973.50 |
| 18 | Potatoes, Baking, Idaho, U.S. No.1, | 50 | 90 ^{lb} Idaho Baker | 6.75 | 18 % | 797 | 400 BAG/ 20,000 lb | 3188.00 |
| 19* | Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea, | 50 | 50 ^{lb} white Potato | * 5.00 | 18 % | 590 | 200 BAG/ 10,000 lb | 1180.00 |
| 20* | Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. | 25 | 25 ^{lb} 5x6 Tomato | * 7.00 | 18 % | 826 | 400 CASE/ 1,000 lb | 3304.00 |
| 21 | Turnip, U.S. No. 1, 25 lb/ bag | 25 | 25 ^{lb} Turnip | 10.00 | 18 % | 1180 | 160 BAG/ 4,000 lb | 1888.00 |
| Miscellaneous Processed Items | | | | | | | | |
| 22* | Celery, Sticks, US No. 1 Gr, Chilled. 5 lb | 5 | 5 ^{lb} celery sticks | * 6.45 | 18 % | 761 | 200 CASE/ 1,000 lb | 1522.00 |
| 23 | Lettuce, Shredded, Chilled, 4 ea/5 lb bags | 20 | 5 ^{lb} shred lettuce | 800. | 18 % | 944 | 100 CASE/ 2,000 lb | 944.00 |
| 24 | Tomatoes, Sliced, 1/4", 4 ea/5 lb bags | 20 | 5 ^{lb} sl Tomatoes | 945 | 18 % | 1115 | 100 CASE/ 2,000 lb | 1115.00 |
| Vendor's Costs for the week of 12/30/2012 through 01/05/2013 shall be used for all items. (Bid Document Instructions: A & B.) | | | | | | | Grand Total | 105,116.50 |

* 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..... 0

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 12/30/2012 through 01/05/2013 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 , Corey Brothers , 12/30 , 48- 40 [#] Banana , 11.00 | 11.00 |
| 4* | Grapes, red, seedless, US No. 1 Table Gr, | Del monte, Corey Brothers, 12/27, 20- 18 [#] Red Grape @ 28.00 | 28.00 |
| 11* | Cabbage, U.S. No. 1, 200 cs./1000 lbs. | Torrey Farms , Corey Brothers , 12/22 , 320- 50 [#] Cabbage , @ 7.50 | 7.50 |
| 15* | LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg. | Wines , Corey Brothers , 12/26 , 80 , 24 [#] lettuce , @ 7.35 | 7.35 |
| 19* | Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea. | Torrey Farms, Corey Brothers, 1/4, 440 , 50 [#] white potato , @ 5.00 | 6.75 |
| 20* | Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia. | Del monte , Corey Brothers , 12/30 , 50 , 25 [#] Tomato , @ 2.00 | 2.00 |
| 22* | Celery, Sticks, US No. 1 Gr, Chilled. 5 lb | Freshway , Corey Brothers , 1/4 , 3 , 4/5 Celery Stick , @ 2.15 | 6.45 |

Vendor's Costs for the week of 12/30/2012 through 01/05/2013 shall be used.

| | |
|---|--|
| CONTRACTOR'S NAME & REMIT TO ADDRESS: | CONTRACTOR'S CONTACT: |
| Corey Brothers 1410 Lewis Street Charleston, WV 25301 | Telephone: (304) 344-2511 FAX: (304) 345-8162 Email: BPhelix@CoreyBrothers.com |

SIGNATURE: *Billy Phelix*

DATE: 1-22-13

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

CERTIFICATION AND SIGNATURE PAGE

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

Corey Brothers
(Company)

Billy L Phelix
(Authorized Signature)

Billy L Phelix JR
(Representative Name, Title)

304-344-2311 304-345-8162
(Phone Number) (Fax Number)

1-22-13
(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Corey Brothers

Authorized Signature: Billy L. Helix Date: 1-22-13

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of January, 2013.

My Commission expires Dec. 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Angela L. Nunnally

Purchasing Affidavit (Revised 07/01/2012)



VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Coney Brothers
Date: 1-22-13

Signed: Billy J. Rhelwig
Title: Asst. Dir. of Operations

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

| Classification of Fresh Produce | Mark-up Percentage |
|---------------------------------------|--------------------|
| 1. Fruits..... | 18 % |
| 2. Vegetables | 18 % |
| 3. Miscellaneous Processed Items..... | 18 % |

INVOICE



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

Remit Payments To:
 Del Monte Fresh Produce N.A., Inc.
 PO BOX 741308
 ATLANTA GA 30374

1309
ENTERED
 11413

Bill To:
 COREY BROTHERS, INC.
 PO BOX 166

 CHARLESTON WV 25321-0166

Ship To:
 COREY BROTHERS
 1410 LEWIS STREET

 CHARLESTON WV 253210166

Page 1 of 1

| Invoice # | Invoice Date | Ship Date | Order # | PO #1 | PO #2 | AWB/Trailer # | Manifest # |
|-----------|--------------|------------|---------|-------|-------|---------------|------------|
| 2518168 | 01/01/2013 | 12/30/2012 | 2518168 | BILL | | | COS1252 |

| PRODUCT DESCRIPTION | OR | WHS | UP | SP | QTY | PRICE | TOTAL |
|-------------------------------|----|-----|-----|-------|-----|---------|----------|
| B 40 DM BANANAS | P | GU | CBW | GA CB | 48 | \$15.00 | \$720.00 |
| B 40 DM BANANAS | P | GU | CBW | GA CB | 48 | \$11.00 | \$528.00 |
| T CF 25 NL TOMATOES: CAFE 25# | | US | CBW | CB CB | 33 | \$7.00 | \$231.00 |
| T CF 25 NL TOMATOES: CAFE 25# | | US | CBW | CB CB | 7 | \$7.00 | \$49.00 |
| XP 65 BLUE CHEP PALLETS | | US | CBW | HL CB | 2 | \$0.00 | \$0.00 |

| | |
|---|-------------------|
| Invoice Total Please Remit in U.S. Dollars | \$1,528.00 |
|---|-------------------|

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

TERMS: NET 10 DAYS FROM INVOICE DATE

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

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

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

ORIGINAL INVOICE

12/31/12

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

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

Invoice #: 2518168
Invoice Date: 01/01/2013
Invoice Amount: \$1,528.00
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.
 PO BOX 741308
 ATLANTA GA 30374

1304
 1990
 1-313



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 # |
|-----------|--------------|------------|---------|-------|-------|---------------|------------|
| 2516871 | 12/28/2012 | 12/27/2012 | 2516871 | BILL | | | LMS1251 |

PRODUCT DESCRIPTION

| | | | | | | OR | WHS | UP | SP | QTY | PRICE | TOTAL |
|----|-----|-------|----|------------------------|---|-----|-----|-----|----|------|---------|----------|
| P | 006 | MD 25 | DM | FRESH PINEAPPLES | P | CR | CBW | HL | CB | 20 ✓ | \$14.00 | \$280.00 |
| P | 007 | MD 25 | DM | FRESH PINEAPPLES | P | CR | CBW | HL | CB | 20 ✓ | \$13.00 | \$260.00 |
| HD | 006 | | DM | HONEYDEW | P | GU | CBW | HL | CB | 24 ✓ | \$10.00 | \$240.00 |
| G | | CN | NL | GRAPES | P | ES | US | CBW | CB | 20 ✓ | \$28.00 | \$560.00 |
| G | | SR | DM | GRAPES | P | DS | BR | CBW | CB | 20 ✓ | \$31.00 | \$620.00 |
| T | | CF 25 | NL | TOMATOES: CAFE 25# | | | US | CBW | CB | 40 ✓ | \$7.00 | \$280.00 |
| AV | 060 | HS 25 | DM | HASS 60CT US-CERTIFIED | P | CUS | MX | CBW | MX | 10 ✓ | \$20.00 | \$200.00 |

| | |
|---|-------------------|
| Invoice Total Please Remit in U.S. Dollars | \$2,440.00 |
|---|-------------------|

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

TERMS: NET 10 DAYS FROM INVOICE DATE

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

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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

12/28/12

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

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

Invoice #: 2516871
Invoice Date: 12/28/2012
Invoice Amount: \$2,440.00
Remittance Amount:

\$2,440.00

INVOICE

1306 12.31.12
E-MAILED
1995

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 Beans
Green & Red Cabbage
Slaw Cabbage
Potatoes: Whites & Yukons

Banner
Torrey Farms
Elba
Brands

INVOICE NO.: 22992
INVOICE DATE: 12/22/12

PAYMENT TERMS: NET 10

SHIPPING DATE: 12/22/12

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.: 22992
BROKER:

SALESMAN: SHANNON
BROKER P.O. #

INSPECTION: B/L: 22992
ROUTING: PAUL MARSHALL PRODUCTS
LICENSE NO.:

| DESCRIPTION | QUANTITY | PRICE | UNIT | AMOUNT |
|--------------------------------------|----------|--------|------|----------|
| LARGE GREEN CABBAGE 50# BAG | 320 ✓ | 7.50 | bag | 2,400.00 |
| MEDIUM GREEN CABBAGE ELBA 50# CARTON | 108 ✓ | 10.50 | ctr | 1,134.00 |
| LARGE EACH GREEN CABBAGE 36" BINS | 1 ✓ | 150.00 | bin | 150.00 |
| RED ONIONS MEDIUM 25# BAG | 40 ✓ | 11.00 | bag | 440.00 |
| YELLOW ONIONS CULL 50# BAG | 120 ✓ | 5.50 | bag | 660.00 |
| WHITE POTATOES CULL 50# BAG | 200 ✓ | 5.50 | bag | 1,100.00 |
| YELLOW ONIONS 2" 16x8 | 40 ✓ | 13.00 | each | 520.00 |
| RED ONIONS JUMBO 25# BAG | 40 ✓ | 13.00 | bag | 520.00 |

PRODUCT OF THE USA

KEEP UNIT AT 40 DEGREES
YOUR DELIVERY TIME IS 8 AM
IF DELAYED PLEASE CALL Sunday
FAILURE TO CALL WILL RESULT IN A
\$200.00 FREIGHT DEDUCTION

12/23/12

| | |
|-------------------|-------------------|
| Shipper | Receiver |
| Pallets in _____ | Pallets in _____ |
| Pallets out _____ | Pallets out _____ |
| Initialed _____ | 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. 492c (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 receipts or proceeds from the sale of these commodities until full payment is received.

PLEASE PAY

869

6,924.00

Please Pay by Invoice

TOTAL QUANTITY

TOTAL AMOUNT



The Nunes Company, Inc.

P.O. BOX 80006 SALINAS, CA 93912-0006
TEL. (831) 751-7510 FAX: (831) 424-4955

PAID
13896
1-1-13

1306
PAID
1990
1-3-13



Invoice date: 12/26/2012

Invoice to: COREY BROTHERS, INC.
P.O. BOX 166
CHARLESTON, WV 25321

Invoice number: IV270822
Sales order: 761588
Invoice date: 12/26/2012
Ship date: 12/26/2012
Page: 1 of 2
Invoice account: COREY
Terms of payment: NET 10 DAYS - PACA PROMPT
Terms of sale: FOB
Customer invoice PO ...: 76862
From: NY
Transportation: GOLD LINE 1004
TPV6309 OH
Shipped to: NPC-COREY BROTHERS
CHARLESTON, SC
Customer P.O.: 76862

| Quantity | Unit | Description | Unit price | Amount |
|----------|------|---------------------------------|------------|--------|
| 40 ✓ | CTN | LNR P/N LT 24'S FOXY (USA) | ✓ 8.3500 | 334.00 |
| 80 ✓ | CTN | LNR P/N LT 24'S FOXY (USA) | ✓ 7.3500 | 588.00 |
| 80 ✓ | CTN | WRAP LT 24'S FOXY (USA) | ✓ 8.3500 | 668.00 |
| 56 ✓ | CTN | FLOWER RED 12'S FOXY (USA) | ✓ 11.3500 | 635.60 |
| 28 ✓ | CTN | FLOWER RED 12'S FOXY (USA) | ✓ 9.3500 | 261.80 |
| 28 ✓ | CTN | FLOWER 16'S FOXY (USA) | ✓ 8.3500 | 233.80 |
| 35 ✓ | CTN | ROM LNR 24'S FOXY (USA) | ✓ 7.5000 | 262.50 |
| 42 ✓ | CTN | GREEN LEAF 24'S FOXY (USA) | ✓ 6.3500 | 266.70 |
| 10 ✓ | CTN | RH JBO 12X3 ZIP NPD FOXY (USA) | ✓ 10.3500 | 103.50 |
| 48 ✓ | CTN | BROCCOLI 14'S FOXY (USA) | ✓ 9.3500 | 448.80 |
| 96 ✓ | CTN | BROC CROWN BLUE 20# FOXY (USA) | ✓ 8.0000 | 768.00 |
| 5 ✓ | CTN | CARROTS 48 X 1 CARROT KNG (USA) | ✓ 9.3500 | 46.75 |
| 4 ✓ | CTN | LEEK 12'S BNCH TUBBY (MEX) | ✓ 11.3500 | 45.40 |
| 5 ✓ | CTN | PARSLEY 60'S TUBBY (MEX) | ✓ 9.3500 | 46.75 |
| 8 ✓ | CTN | CILANTRO 30'S TUBBY (MEX) | ✓ 6.3500 | 50.80 |

12/26/12

"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."

DO NOT DEDUCT FOR SHORTAGES-FILE CARRIER CLAIM ALL SALES F.O.B. NO GRADE CONTRACT WITH GOOD DELIVERY STANDARDS APPLYING EXCLUDING BRUISING AND/OR DISCOLORATION FOLLOWING BRUISING. IN ADDITION, ALSO EXCLUDED FROM THIS CONTRACT ARE ALL EFFECTS RELATED TO FREEZE DAMAGE. FOR EXAMPLE, EPIDERMAL PEEL, BLISTERING, FEATHERING, DISCOLORATION OF THE WRAPPER LEAVES AND ALL OTHER RELATED DEFECTS.

If an action is commenced between Buyer and Seller arising out of this contract, the prevailing party shall be entitled to, in addition to other relief granted, actual attorney's fees and costs incurred in the action, or in enforcing any judgement. 1.5% per month charge on all past due accounts. 18% annual percentage rate.

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 Beans
Green & Red Cabbage
Slaw Cabbage
Potatoes: Whites & Yukons

Banner
Torrey Farms
Elba
Brands

1307
ENTERED
1998

INVOICE NO.: 23091
INVOICE DATE: 1/4/13

PAYMENT TERMS: NET 10

SHIPPING DATE: 1/4/13

SHIPPED FROM: ELBA
FREIGHT TERMS: DELIVERED

TRUCK ADVANCE _____

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

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

OUR ORDER NO.: 23091
BROKER:

SALESMAN: SHANNON
BROKER P.O. #

INSPECTION: B/L: 23091
ROUTING: PAUL MARSHALL PRODUCE
LICENSE NO.:

| DESCRIPTION | QUANTITY | PRICE | UNIT | AMOUNT |
|--------------------------------------|----------|---------|------|----------|
| LARGE GREEN CABBAGE 50# BAG | 80 ✓ | ✓ 7.50 | bag | 600.00 |
| MEDIUM GREEN CABBAGE ELBA 50# CARTON | 108 ✓ | ✓ 10.50 | ctn | 1,134.00 |
| MEDIUM RED CABBAGE ELBA 50# CARTON | 5 ✓ | ✓ 12.50 | ctn | 62.50 |
| RED ONIONS JUMBO 25# BAG | 80 ✓ | ✓ 13.00 | bag | 1,040.00 |
| YELLOW ONIONS CULL 50# BAG | 120 ✓ | ✓ 5.00 | bag | 600.00 |
| YELLOW ONIONS 2" 16x3 | 40 ✓ | ✓ 13.00 | each | 520.00 |
| WHITE POTATOES CULL 50# BAG | 440 ✓ | ✓ 5.00 | bag | 2,200.00 |

PRODUCT OF THE USA

KEEP UNIT AT 40 DEGREES
YOUR DELIVERY TIME IS 8 AM Saturday
IF DELAYED PLEASE CALL
FAILURE TO CALL WILL RESULT IN A
\$200.00 FREIGHT DEDUCTION

1/5/13

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 6(c) of the Perishable Agricultural Commodities Act, 1930 (P.A.C. 1930 (c)). This order 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

873

6,158.50

Please Pay by Invoice

TOTAL QUANTITY

TOTAL 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.
 PO BOX 741308
 ATLANTA GA 30374

1309
ENTERED
 114-13

Bill To:
 COREY BROTHERS, INC.
 PO BOX 166

 CHARLESTON WV 25321-0166

Ship To:
 COREY BROTHERS
 1410 LEWIS STREET

 CHARLESTON WV 253210166

Page 1 of 1

| Invoice # | Invoice Date | Ship Date | Order # | PO #1 | PO #2 | AWB/Trailer # | Manifest # |
|-----------|--------------|------------|---------|-------|-------|---------------|------------|
| 2518168 | 01/01/2013 | 12/30/2012 | 2518168 | BILL | | | COS1252 |

| PRODUCT DESCRIPTION | OR | WHS | UP | SP | QTY | PRICE | TOTAL |
|-------------------------------|----|-----|-----|-------|-----|---------|----------|
| B 40 DM BANANAS | P | GU | CBW | GA CB | 48✓ | \$15.00 | \$720.00 |
| B 40 DM BANANAS | P | GU | CBW | GA CB | 48✓ | \$11.00 | \$528.00 |
| T CF 25 NL TOMATOES: CAFE 25# | | US | CBW | CB CB | 33✓ | \$7.00 | \$231.00 |
| T CF 25 NL TOMATOES: CAFE 25# | | US | CBW | CB CB | 7✓ | \$7.00 | \$49.00 |
| XP 65 BLUE CHEP PALLETS | | US | CBW | HL CB | 2 | \$0.00 | \$0.00 |

| | |
|---|-------------------|
| Invoice Total Please Remit In U.S. Dollars | \$1,528.00 |
|---|-------------------|

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

TERMS: NET 10 DAYS FROM INVOICE DATE

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

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

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

ORIGINAL INVOICE

12/30/12

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

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

Invoice #: 2518168
Invoice Date: 01/01/2013
Invoice Amount: \$1,528.00
Remittance Amount:

PAY TERMS
21 Days

INVOICE NUMBER
402302



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

1307
ENTERED
2/13
1-1413

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: 01-2-13 | Sales Person : KELLY PATRICK | Carrier : |
| Inv. Date: 01-4-13 | Internal P.O. : 326236 | Sales Terms : Delivered |
| | Customer P.O.: N | |

| Quantity Shipped | Weight Shipped | Item Number | Description | Pack Size | Unit Price | Case Price | Extended Price |
|------------------|----------------|-------------|---------------------------------------|-----------|------------|------------|----------------|
| 3 | 60.0 | 70616 | CELERY STICK 4" 4/5# STA | 4/5# | 1.2900 | \$25.80 | 77.40 |
| 30 | 600.0 | 72209 | GREEN CABBAGE SHRED 4/5# | 4/5# | 0.6250 | \$12.50 | 375.00 |
| 12 | 120.0 | 72406 | RED CABBAGE SHRED 3/16" 2 | 2/5# | 0.7310 | \$7.31 | 87.72 |
| 2 | 40.0 | 72601 | GREEN CABBAG SHRED W/SEP | 4/5# | 0.7500 | \$15.00 | 30.00 |
| 3 | 30.0 | 73014 | GREEN PEPPER SLICED 1/4" | 2/5# | 1.7100 | \$17.10 | 51.30 |
| 1 | 10.0 | 75001 | RED ONION DICE 1/4" 2/5# | 2/5# | 1.2200 | \$12.20 | 12.20 |
| 36 | 360.0 | 75019 | RED ONION SLAB 1/4" 2/5# | 2/5# | 1.2800 | \$12.80 | 460.80 |
| 40 | 800.0 | 75235 | YELLOW ONION JULIENNE 4/5 | 4/5# | 0.9200 | \$18.40 | 736.00 |
| 4 | 80.0 | 75407 | TOMATO DICED 4/5# | 4/5# | 1.6200 | \$32.40 | 129.60 |
| 2 | 40.0 | 75604 | TOMATO SLICED 1/4" 4/5# | 4/5# | 1.8900 | \$37.80 | 75.60 |
| | | | Totals | | | | |
| 133 | 2,140.0 | | PALLETS IN _____ PALLETS OUT _____ | | | | \$2,035.62 |

Corey Brothers, Inc.
 Rec. By _____
 Date: 1/3 Am _____
 Time _____ Pm _____
 Lumper Fees _____
 Food Temp _____

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.