



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

Solicitation

NUMBER

DPS1332

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

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

CHARLESTON WV 25321

WEST VIRGINIA STATE POLICE

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

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DATE PRINTED

02/21/2013

BID OPENING DATE:

03/12/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28		109,294.00
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. DPS1332 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
***** THIS IS THE END OF RFQ DPS1332 ***** TOTAL:						110,295.00
03/12/13 08:55:27 AM West Virginia Purchasing Division						

SIGNATURE

TITLE

TELEPHONE

DATE

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 should complete this column).	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	Apples Red 100 ^{ct}	20.90	18 %	24.66	400 CASE/ 16,000 lb	9864.00
2	Asparagus, Green	11	Asparagus 11/14	30.00	18 %	35.40	200 CASE/ 2,200 lb	7080.00
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg. 5.	40	Bananas 40 ^{ct}	10.00	18 %	11.80	800 CASE/ 32,000 lb	9440.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	18	Grapes Red 18 ^{lb}	28.95	18 %	34.16	900 CASE/ 16,200 lb	30,240.00
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	Cantaloupe 9-18 ^{ct}	8.95	18 %	10.56	400 CASE/ 15,200 lb	4224.00
6	Melon, Honeydew, US No. 1	25	Honeydew 6 ^{ct}	11.00	18 %	12.98	150 CASE/ 3,750 lb	1947.00
7	Oranges, US No. 1, Valencia and Navel	40	Orange Navel 88 ^{ct}	2.00	18 %	8.26	400 CASE/ 16,000 lb	3304.00
8	Strawberries, US No 1, 6 pints per flat	9	Strawberry 6 ^{ct}	4.13	18 %	4.87	100 FLATS	487.00
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case,	50	Watermelon 50 ^{ct} 5 ^{ct}	21.00	18 %	24.78	250 CASE/ 12,500 Lb	6195.00
Vegetables								
10	Broccoli, US No. 1	20	Broccoli 14 ^{ct}	6.89	18 %	8.01	100 CASE/ 2,000 lb	801.00
11	Cabbage, Green, U.S. No 1,	50	Cabbage 50 ^{ct}	6.00	18 %	7.08	200 CASE/ 10,000 lb	1416.00
12	Carrot, topped, US No. 1,	50	Carrot 50 ^{ct}	5.00	18 %	5.90	250 CASE/ 12,500 lb	1475.00
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	Celery 24-48 ^{ct}	22.95	18 %	27.08	200 CASE/ 10,000 lb	5416.00
14	Cucumbers, 85% U.S. No. 1	50	Cucumber 50 ^{ct} #1	10.95	18 %	12.92	300 CASE/ 15,000 lb	3876.00

Vendor's Costs for the week of February 10, 2013 through February 16, 2013 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	lettuce 24 ^{lb}	* 19.89	18 %	11167	300 CASE/ 9,000 lb	3521.00
16	ROMAINE, FRESH, issued by lb	36	Romaine 24 ^{lb}	22.00	18 %	2596	100 CASE/ 3,600 lb	2596.00
17	Onions, Yellow	50	50 ^{lb} yellow onion	5.00	18 %	590	150 CASE/ 7,500 lb	885.00
18	Potatoes, Baking, Idaho, U.S. No.1,	50	90 ^{lb} Idaho	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} potatoes	* 4.75	18 %	561	200 BAG/ 10,000 lb	1122.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	25	25 ^{lb} Tomatoes 5x6	* 7.00	18 %	826	400 CASE/ 1,000 lb	3304.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25	25 ^{lb} Turnip	12.50	18 %	1475	160 BAG/ 4,000 lb	2360.00
Miscellaneous Processed Items								
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5	5 ^{lb} Bag	* 645	18 %	7.61	200 CASE/ 1,000 lb	1522.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20	4/5 ^{lb} shredded lettuce	800	18 %	944	100 CASE/ 2,000 lb	944.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20	4/5 ^{lb} sliced Tomato	37.80	18 %	44.60	100 CASE/ 2,000 lb	4460.00
Vendor's Costs for the week of February 10, 2013 through February 16, 2013 shall be used for all items. (Bid Document Instructions: A & B.)							Grand Total	109,785.00

* 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.....

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 02/10/2013 through 02/16/2013 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, 2/14/13, 40# Bananas, 48, \$10.00	10.00
4*	Grapes, red, seedless, US No. 1 Table Gr,	First Fruits, Corey Brothers, 2/12/13, Flame Grapes, 192, \$1 28.95	28.95
11*	Cabbage, U.S. No. 1, 200 cs./1000 lbs.	Forest city, Corey Brothers, 2/15/13, Bag Cabbage, 120, \$1 6.00	6.00
15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	Fresh Network, Corey Brothers, 2/12/13, 11 market lettuce, 40, \$1 9.89	9.89
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, 2/12/13, 50# potatoes, 280, \$1 4.71	4.71
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	Del Monte, Corey Brothers, 2/14/13, 25# Tomatoes, 25, \$1 7.00	7.00
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	Freshway, Corey Brother, 2/13/13, 4/5-celery sticks, 6, \$1 6.45	6.45

Vendor's Costs for the week of 02/10/2013 through 02/16/2013 shall be used.

CONTRACTOR'S NAME &
REMIT TO ADDRESS:

CONTRACTOR'S CONTACT:

Corey Brothers

Telephone: (304) 344-2311

1410 Lewis Street

FAX: (304) 345-8162

Charleston, WV 25301

Email: BPhelix@CoreyBrothers.com

SIGNATURE:

Billy L Phelix

DATE:

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 SR

(Representative Name, Title)

304. 344. 2311

(Phone Number)

(Fax Number)

3-11-13

(Date)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Corey Brothers

Signed: Billy J. Rhelue

Date: 3-11-13

Title: Buyer

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Corey Brothers

Authorized Signature: Billy & Rhelix Date: 3-11-13

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 11th day of March, 2013.

My Commission expires Dec. 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Angela L. Nunnally

Purchasing Affidavit (Revised 07/01/2012)





FRESH NETWORK, LLC®

Your Produce Problem Solvers.

SALINAS

Office: (831) 422-4100

Sales: (831) 422-5400

19040 Portola Drive - Salinas, CA 93908

Fax (831) 424-5494

www.freshnetwork.com



PRODUCE

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

INVOICE

Invoice #: 63195

Invoice: 02/12/2013

Ship: 02/12/2013

Pay Terms: PACA net 10

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

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

Page 1 of 1

Sale Terms: FOB

Order: 02/11/2013

Cust PO:

Salesperson: Bill Joest

Via:

Currency: USD

Carrier:

Trailer Lic:

Broker:

St:

Description	Quantity	UOM	Price	Amount
Romaine Liner 24 Green Product Of CA, USA	35	ctn	✓ 29.89	1,046.15
Green Onions Iceless 4/12ct Product Of CA, USA	30	ctn	✓ 26.89	806.70
Leeks Carton 12 Product Of CA, USA	3	ctn	✓ 12.39	37.17
Escarole Carton 24 Product Of CA, USA	1	ctn	✓ 19.89	19.89
Anise Carton 24 Product Of CA, USA	1	ctn	✓ 27.89	27.89
Bok Choy WGA WGA Product Of CA, USA	2	ctn	✓ 34.39	68.78
Napa WGA WGA Product Of CA, USA	1	ctn	✓ 20.39	20.39
Broccoli Carton 14's Product Of CA, USA	48	ctn	✓ 6.89	330.72
Brussel sprouts Carton 25 # Product Of CA, USA	2	ctn	✓ 30.89	61.78
Brussel sprouts Carton 8/1# Product Of CA, USA	4	ctn	✓ 18.89	75.56
Broccoli Crowns crowns Product Of CA, USA	35	ctn	✓ 8.89	311.15
Lettuce Liner 24 Product Of CA, USA	40	ctn	✓ 9.89	395.60
Lettuce Cello 24 Product Of CA, USA	80	ctn	✓ 10.89	871.20
Romaine Hearts 12/3 Green Product Of CA, USA	10	ctn	✓ 30.89	308.90
Asparagus 11/1 # Large Product Of CA, USA	10	ctn	✓ 29.89	298.90
Broccoli Broccolinn 18 Product Of CA, USA	2	ctn	✓ 26.89	53.78
Broccoli Crowns crowns Product Of CA, USA	14	ctn	✓ 8.89	124.46
INVOICE TOTAL:	318			4,859.02

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5 (c) of the Perishable Agricultural Commodities Act, 1930 (7.U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

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

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

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

THE FOREST-CITY WEINGART PRODUCE COMPANY

LEGACY PRODUCE COMPANY

4000 Orange Avenue
Cleveland, OH 44115

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

ENTERED
2013 1303

2-26-13

14193 2.27.13

Bill To:

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

Date: 2/15/2013

Invoice: 352402
352403

Item	Country of Origin	Product Code	Quantity	Unit Price	Amount
50# Carrot	Mexico		50 ✓	\$ 14.50	\$ 725.00
Romaine Heart	USA		5 ✓	\$ 42.00	\$ 210.00
Jumbo White Onion	Mexico		5 ✓	\$ 33.00	\$ 165.00
Red Unclassified Potato	USA		80 ✓	\$ 6.75	\$ 540.00
1# Radish	USA		10 ✓	\$ 12.50	\$ 125.00
5# Peeled Garlic	USA		16 ✓	\$ 10.25	\$ 164.00
Spring Mix	USA		40 ✓	\$ 7.75	\$ 310.00
4/2.5# Teen Spinach	USA		20 ✓	\$ 14.00	\$ 280.00
70ct Idaho Potato	USA		126 ✓	\$ 10.00	\$ 1,260.00
6 X 6 Tomato	USA		80 ✓	\$ 12.50	\$ 1,000.00
6/8# Navel Orange	USA		21 ✓	\$ 24.00	\$ 504.00
Bag Cabbage	USA		120 ✓	\$ 6.00	\$ 720.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Items: 573 Total Due: \$6,003.00

Received By:

Baumpst Kornau

Terms: Net 7 Days

No Adjustments Allowed Unless Authorized Within 24 Hours

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 for 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 attorney's fees plus the costs of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the produce transaction.

FIRSTFRUITS & VEGETABLES CO.
333 CAPITOL HILL ROAD
DILLSBURG,, PA 17019

Invoice

Date	Invoice #
2/7/2013	213039

Bill To
Corey Brothers, Inc. 1410 Lewis Street P.O. Box 166 Charleston, West Virginia 25321-0166

Ship To
1410 Lewis Street Charleston,, West Virginia 25321-0166 U.S.A.

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		2/13/2013		F.O.B.	
Quantity	Item Code	Description	Price Each	Amount		
✓ 192	PRODUCE	Boxes of ML Flame Grapes	28.95	5,558.40		
✓ 96	PRODUCE	Boxes of ML Sugarones	33.95	3,259.20		
	PACA	<p>The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(e) 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."</p> <p>Buyer agrees that all past due balances are subject to interest at the rate of 1.5% per month (18% per annum). Buyer further agrees to pay all costs of collection, including attorney's fees.</p>				
Thank you for your patronage!				Total		\$8,817.60



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

1308

E 1018

2-26-13

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 #
2553331	02/18/2013	02/14/2013	2553331	BILL			LMS1307

PRODUCT DESCRIPTION

					OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	40	RO	BANANAS	P	CR	CBW	HL	CB	48	\$10.00	\$480.00
P	007	MD	25 DM FRESH PINEAPPLES	P	CR	CBW	HL	CB	40	\$14.00	\$560.00
P	008	MD	25 DM FRESH PINEAPPLES	P	CR	CBW	HL	CB	40	\$12.00	\$480.00
WM	005	65	NL WATERMELON: SDLS 5CT 65#		CR	CBW	HL	CB	20	\$21.00	\$420.00
T	CF	25	NL TOMATOES: CAFE 25#		US	CBW	CB	CB	20	\$7.00	\$140.00
T	GP	10	NL TOMATOES: GRAPE 10#		US	CBW	CB	CB	10	\$12.00	\$120.00
T	CHC	HH	08 DM HH 10OZ CHERRY CLAM	P	GU	CBW	HL	CB	10	\$12.00	\$120.00
XP		65	BLUE CHEP PALLETS		US	CBW	HL	CB	2	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars

\$2,320.00

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

2/15/13

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

Bill To: 35142

Invoice #: 2553331

Bill To Name: COREY BROTHERS, INC.

Invoice Date: 02/18/2013

P.O. #: BILL

Invoice Amount: \$2,320.00

Remittance Amount:

\$2,320.00

PAY TERMS**21 Days****INVOICE NUMBER****406431**

1368

1013

2-15-13

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

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

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

Page: 1

Order Date: 02-11-13 **Sales Person :** KELLY PATRICK
Inv. Date: 02-13-13 **Internal P.O. :** 330570
Customer P.O.: N

Carrier :
Sales Terms : Delivered

Quantity Shipped	Weight Shipped	Item Number	Description	Pack Size	Unit Price	Case Price	Extended Price
8	160.0	70616	CELERY STICK 4" 4/5# STA	4/5#	1.2900	\$25.80	206.40
1	12.5	71737	GREEN APPLE SLICE 100/2 o	100/2 oz	2.7500	\$34.38	34.38
26 30	600.0	72209	GREEN CABBAGE SHRED 4/5#	4/5#	0.6250	\$12.50	375.00
26 24	240.0	72406	RED CABBAGE SHRED 3/16" 2	2/5#	0.7310	\$7.31	175.44
5	100.0	72601	GREEN CABBAG SHRED W/SEP	4/5#	0.7500	\$15.00	75.00
5	50.0	73014	GREEN PEPPER SLICED 1/4"	2/5#	1.7100	\$17.10	85.50
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
30	600.0	75235	YELLOW ONION JULIENNE 4/5	4/5#	0.9200	\$18.40	552.00
3	60.0	75407	TOMATO DICED 4/5#	4/5#	1.6200	\$32.40	97.20
1	20.0	75604	TOMATO SLICED 1/4" 4/5#	4/5#	1.8900	\$37.80	37.80
Totals							
144	2,212.5		PALLETS IN _____ PALLETS OUT _____				\$2,111.72

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

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.ny.com
www.torreyfarms.com
P.O.#

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

Banner
Torrey Farms
Elba
Brands

INVOICE NO. 23372
INVOICE DATE: 2/12/13

PAYMENT TERMS: NET 10

SHIPPING DATE: 2/12/13

SHIPPED FROM: ELBA
FREIGHT TERMS: DELIVERED
TRUCK ADVANCE

SOLD TO: COREY BROTHERS INC.
P.O. BOX 186
1410 LEWIS ST
CHARLESTON WV 25321

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

OUR ORDER NO. 23372
BROKER:

SALESMAN: SHANNON
BROKER P.O. #

INSPECTION: B/L 23372
ROUTING: PAUL MARSHALL PRODUCE
LICENSE NO.:

DESCRIPTION
LARGE GREEN CABBAGE 50# BAG
MEDIUM GREEN CABBAGE 50# CARTON
YELLOW ONIONS JUMBO 50# BAG
RED ONIONS JUMBO 25# BAG
RED ONIONS MEDIUM 25# BAG
YELLOW ONIONS 2" 16x3
YELLOW ONIONS MEDIUM 2" 50# BAG
YELLOW ONIONS CULL 50# BAG
WHITE POTATOES CULL 50# BAG

QUANTITY	PRICE	UNIT	AMOUNT
120	7.50	bag	900.00
108	9.50	ctn	1,026.00
80	19.00	bag	1,520.00
40	26.00	bag	1,040.00
40	18.00	bag	720.00
80	15.50	each	1,240.00
40	13.50	bag	540.00
80	5.00	bag	400.00
280	4.75	bag	1,330.00

PRODUCT OF THE USA

KEEP UNIT AT 40 DEGREES
OUR DELIVERY TIME IS 8 AM
IF DELAYED PLEASE CALL Wednesday
FAILURE TO CALL WILL RESULT IN A
200.00 FREIGHT DEDUCTION

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.

DRIVER

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.

RECEIVED THE ABOVE IN GOOD CONDITION FOR THE ACCOUNT OF

CONSIGNEE

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. 480c (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

Please Pay by Invoice

868

TOTAL QUANTITY

8,716.00

TOTAL AMOUNT