



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

Solicitation

NUMBER
PTY156213

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
**PRUNTYTOWN FACILITY
 DIVISION OF CORRECTIONS
 ROUTE 4, BOX 49 A
 GRAFTON, WV
 26354-9306 304-265-6111**

DATE PRINTED
10/09/2012

BID OPENING DATE: **11/01/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-28		48,425.48
<p>FRESH FRUITS AND VEGETABLES</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE FRESH FRUITS AND VEGETABLES TO THE PRUNTYTOWN CORRECTIONAL CENTER LOCATED IN GRAFTON, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. PTY156213 SPECIFICATIONS. 4. CERTIFICATION AND SIGNATURE PAGE. 5. PURCHASING AFFIDAVIT. 6. RESIDENT VENDOR PREFERENCE (RVP) FORM. 						
***** THIS IS THE END OF RFQ PTY156213 ***** TOTAL:						48,425.48

RECEIVED
 2012 OCT 31 AM 8:14
 WV PURCHASING DIVISION

SIGNATURE *Bill Wheeler* TELEPHONE 304 344 2311 DATE 10-30-12
 TITLE Buyer FEIN 55-0382515 ADDRESS CHANGES TO BE NOTED ABOVE

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

BID SHEET #1

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

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	21 %
2. Vegetables	21 %
3. Medium Loose Eggs	21 %

(Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B))

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3)	Mark Up (<u>21</u> %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
Fruits								
1	Apples, red, delicious, min US Fancy Gr, 100 count.	40	100 ^{ct} Red Del	2490	<u>21</u> %	3013	20 CASE/ 800 lb	602.60
2	Apples, Golden, min US Fancy Gr, 100 count	40	100 ^{ct} Gold Del	1890	<u>21</u> %	2287	20 CASE/ 800 lb	457.40
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg, 5.	40	40 ^{kt} Banane	* 1100	<u>21</u> %	13.31	208 CASE/ 8,320 lb	2768.48
4	Cantaloupe, 12 count	20	12 ^{ct} Cantaloupe	895	<u>21</u> %	10.83	144 CASE/ 2,880 lb	1559.52
5*	Grapes, red, seedless, US No. 1 Table Gr,	18	18 ^{kt} Red grape	* 1910	<u>21</u> %	22.92	72 CASE/ 1,296 lb	1650.24
6	Honey Dew 6 count	10	6 ^{ct} Honeydew	995	<u>21</u> %	12.04	10 CASE/ 100 lb	120.40
7	Oranges, US No. 1, Valencia and Navel 113 count	40	113 ^{ct} orange	17.20	<u>21</u> %	20.81	208 CASE/ 8,320 lb	4328.48
8	Tangerines, 120 count	40	120 ^{ct} Tangerine	1700	<u>21</u> %	20.57	72 CASE/ 2,880 lb	1481.04
9	Peaches, Yellow	25	25 ^{ct} Peach	2025	<u>21</u> %	24.50	120 CASE/ 3,000 lb	2940.00
10	Pineapple, 7 or 8 count	15	8 ^{ct} pineapple	1300	<u>21</u> %	15.73	72 CASE/ 1,080 lb	1132.56
11	Strawberries, US No 1, 8 1 lb	8	8/1 ^{lb} Strawberry	11.25	<u>21</u> %	13.61	72 CASE/ 576 lb	979.92
12	Watermelon 4 pk	40	4 ea watermelon	2008	<u>21</u> %	24.30	12 CASE/480 lb	291.60
Vegetables								
13	Broccoli, US No. 1, California 14's	20	14 ^{ct} Broccoli	1050	<u>21</u> %	12.71	104 CASE/ 2,080 lb	1321.84
14*	Cabbage, Green, U.S. No 1 "Sax" New Green 50#	50	50 ^{ct} Cabbage	* 900	<u>21</u> %	10.89	72 CASE/ 3,600 lb	784.08
15	Carrot, US No. 1, Institutional 50#	50	50 ^{ct} Carrot	1250	<u>21</u> %	15.13	104 CASE/ 5,200 lb	1573.52

(Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B))

16	Cauliflower, California 12's	20	12 ^{ct} cauliflower	935	21 %	11.31	104 CASE/ 2,080 lb	1176.24	-
17	Celery, California 30's, US No. 1, Gr,	50	30 ^{ct} Celery	1235	21 %	14.94	24 CASE/ 1,200 lb	358.56	-
18	Cucumbers, 1 1/9 bushel U.S. No. 1	40	50 ^{ct} cucumber	895	21 %	10.83	208 CASE/ 8,320 lb	2252.64	-
19*	Lettuce, Fresh, Iceberg US No. 1 Gr. 2 dz size	30	24 ^{ct} lettuce	* 739	21 %	8.94	300 CASE/ 9,000 lb	2682.00	-
20	Onions, Yellow Jumbo US no 1	50	50 ^{ct} yellow onion	1075	21 %	13.01	120 CASE/ 6,000 lb	1521.20	-
21	Peppers Green, Large Choice	24	25 ^{ct} Green Pepper	1000	21 %	12.10	208 CASE/ 4,992 lb	2516.80	-
22	Potatoes, Baking, Idaho, U.S. No.1,	50	90 ^{ct} Idaho	975	21 %	11.80	12 BAG/ 600 lb	141.60	-
23*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	50 ^{ct} chel potato	* 5.50	21 %	6.66	120 BAG/ 6,000 lb	799.20	-
24*	Tomatoes, slicing. U.S. No. 1, light red to red, 2-1/2 in. min dia.	25	25 ^{ct} 6x6 Tomato	* 1325	21 %	16.03	240 CASE/ 6,000 lb	3847.20	-
	Other Misc. Items								
25	Medium Loose Eggs 30 dz	30	30 DZ Med Eggs	25.20	21 %	30.49	364 CASE/ 10,920 lb	11,098.34	-
Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B.) Grand Total								\$48,425.48	

* 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.

CONTRACT AWARD: This will be a single award contract. The Vendor with the lowest grand total will be awarded the contract.

Documentation of Vendor's Cost (legible copies of supplies and bills of lading) shall be submitted for the following items to demonstrate the vendor's cost per unit. For purpose of evaluation, **Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used.** (See Bid Document Instructions: A & B)

027

(Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used for all items. (Bid Document Instructions: A & B))

	<u>Fresh Produce</u> <u>U.S. No. 1</u>	<u>Supplier company name, bidder company name, invoice date, item description,</u> <u>quantity and price.</u>	<u>Vendor's</u> <u>Cost per</u> <u>Unit</u>
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg. 5.	Admonte, Corey Brothers, 10/9/12, 40 [#] Banana, 48	11.00
5*	Grapes, red, seedless, US No. 1 Table Gr,	Columbine, Corey Brothers, 10/11/12, 19 [#] Red Grape, 75	19.10
16*	Cabbage, U.S. No. 1, 200 cs./1000 lbs.	Holthouse, Corey Brothers, 10/11/12, 50 [#] Cabbage, 40	9.00
21*	LETTUCE, Fresh, Iceberg, us no. 1 gr, 2 dz size, ind pg,	Fresh Network, Corey Brothers, 10/11/12, 24 [#] lettuce, 80	7.39
25*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	Mrs Dennis, Corey Brothers, 10/11/12, 50 [#] potatoes, 320	5.50
26*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	First Fruits, Corey Brothers, 10/3/12, 5 [#] Tomatoes 160 (Received 10/11)	13.25

Vendor's Costs for the week of October 6, 2012 through October 14, 2012 shall be used.

CONTRACTOR'S NAME & REMIT TO ADDRESS:	CONTRACTOR'S CONTACT:
	Telephone: (304) 344-2311
	FAX: (304) 345-8162
	Email: Bphelix@CoreyBrothers.com

Billy J Phelix

10-29-12

SIGNATURE:

DATE:

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



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
ENTERED
 5958
 10-22-12

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 #
2459317	10/11/2012	10/09/2012	2459317	BILL			KNR1240

PRODUCT DESCRIPTION				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B		40	RO BANANAS	P	GU	CBW	HL CB	48 x	\$11.00	\$528.00
P	008	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	PM CB	30 x	\$13.00	\$390.00
P	007	MD 25	DM FRESH PINEAPPLES	P	CR	CBW	PM CB	20 x	\$12.00	\$240.00
BP	030	R 11	DM BELL PEPPERS	P	DRC	CR	CBW PM CB	5 x	\$18.00	\$90.00
T		CF 25	NL TOMATOES: CAFE 25#		US	CBW	CB CB	4 u	\$5.00	\$20.00
T		CF 25	NL TOMATOES: CAFE 25#		US	CBW	CB CB	13 u	\$5.00	\$65.00
T		CF 25	NL TOMATOES: CAFE 25#		US	CBW	CB CB	1	\$5.00	\$5.00
B		IP 40	DM BANANAS	P	GU	CBW	HL CB	15 x	\$15.00	\$225.00

Invoice Total Please Remit In U.S. Dollars **\$1,563.00**

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

1,473.00

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

10/10/12

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

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

Invoice #: 2459317
Invoice Date: 10/11/2012
Invoice Amount: ~~\$1,563.00~~
Remittance Amount: **1,473.00**



M. CARATAN, INC.
GRAPE GROWERS AND SHIPPER

1304
ENTERED INVOICE
1959
10-23-12

REMIT TO:
COLUMBINE VINEYARDS

P.O.Box 359
Richgrove, California 93261-0359
Telephone (661) 725-1777
Fax (661) 721-1605

Invoice #: 39990

Invoice Date: Oct 11, 2012

Shipped: Oct 11, 2012

Pay Terms: Net 10

Sold To: Corey Bros., Inc.
P.O. Box 166
Charleston WV 25321-0166
USA

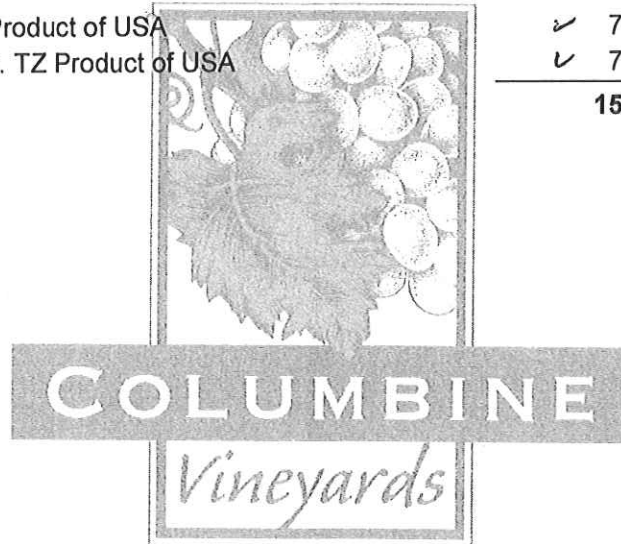
Ship To: Corey Bros., Inc.
1410 Lewis St.
Charleston WV 25321-1407
USA

Sale Terms: FOB
Order Date: Oct 08, 2012
Cust PO: 76009

Salesperson: Shawn Caldwell
Via: Truck
Currency: US Dollars

Carrier: AMB
Trailer lic: 298416 **St:** IN
Broker: Corey Bros., Inc.

Description	Quantity	UOM	Price	Amount
Table Grape Holiday MC 19 Lb. SS Product of USA	✓ 75	Box	✓ 21.10	1,582.50
Table Grape Crimso Sdls MC 19 Lb. TZ Product of USA	✓ 75	Box	✓ 19.10	1,432.50
INVOICE TOTAL:	150			\$3,015.00



10/14/12

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

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5c of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C 499e). 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. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein.

SOLD
LOAD MANIFEST
 COREY BROS INC
 PO BOX 166
 1410 LEWIS ST
 CHARLESTON WV 25301
 P.O. NUMBER

HOLTHOUSE FARMS
 4373 STATE RT. 103 SOUTH, WILLARD, OHIO 44890
 (419) 935-0151



MANIFEST NUMBER	DATE	PAGE
0000041492	10/10/12	1

SPECIAL INSTRUCTIONS

REVISED
FE



SHIP TO
 COREY BROS INC
 PO BOX 166
 1410 LEWIS ST
 CHARLESTON WV 25301
 RECEIVER'S PHONES

ITEM NUMBER	DESCRIPTION	QUAN. ORDERED	CTRY. OF ORIGIN	UNIT PRICE
CBGR	CABBAGE-GREEN	72	USA	\$12.00
CA50	CARROTS-50# JUMBO	100	USA	\$12.50
EGG	EGGPLANT FANCY 16-21	5	USA	\$14.85
KABU	GREENS-KALE 24'S	10	USA	\$10.50
IC12	INDIAN CORN-12-3'S	1	USA	\$26.45
PARS	PARSNIPS	2	USA	\$15.45
PECH	PEPPERS-GREEN CHOPPERS	120	USA	\$10.00
PEJU	PEPPERS-GREEN JUMBO	60	USA	\$12.50
PEPO19	PEPPER - POBLANO 1 1/9	2	USA	\$19.35
RC14	RADISHES-14-1#	5	USA	\$9.00
RC30	RADISHES-30-6 OZ.	5	USA	\$8.50
TU25	TURNIPS-BULK, 25# SMALL-MED	5	USA	\$10.35
PUPIB	SQUASH-PUMPKIN PIE 24" BINS	3	USA	\$125.00
CBBAG	CABBAGE - BAGGED	40	USA	\$9.00
	TOTAL NO. OF PIECES: =====>	430.		\$5,213.65
VENDOR PALLET EXCHANGE - PALLETS IN _____ PALLETS OUT _____		WEIGHT 18972		

TRUCK DUE 11:30AM THURS 10-11
 CARRIER M & J EXPEDITORS
 RAILER LICENSE NO. _____ TRANS. AGREE. NUMBER 10516
 IF UNABLE TO MAKE DELIVERY BY SPECIFIED TIME, PLEASE NOTIFY CONSIGNEE BY PHONE. FAILURE TO COMPLY WILL RESULT IN A \$100.00 FINE. IF YOU ARE DELAYED WHILE IN TRANSIT, CALL THE SHIPPER AT 419-935-0151.
 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.
 DRIVER'S SIGNATURE _____

REJECTED CASES _____
 TOTAL PKGS. RECEIVED _____
 PALLETS RECEIVED _____ PALLETS RETURNED _____
 CONSIGNEE'S RECEIPT RECEIVED ABOVE IN GOOD CONDITION
 ARRIVAL TIME _____ UNLOADED _____
 ALL CLAIMS MUST BE MADE WITHIN 8 HOURS AFTER ARRIVAL WITH PROPER NOTATION ON TRUCKER'S BILLS AND SUBSTANTIATED BY U.S.D.A. INSPECTION CERTIFICATE.
 FULL SIGNATURE _____

Mrs.Dennis' Potato Farm, Incorporated

16370-K
Wauseon, OH 43667

INVOICE

Invoice Number: 28900
Invoice Date: Oct 9, 2012
Page: 1

Duplicate

Voice: 419-335-2778
Fax: 419-335-2793

*Bill of
Basis*

Bill To:
Corey Bros 1410 Lewis Street Charleston, WV 25301-1407

Ship To:
Corey Bros 1410 Lewis Street Charleston, WV 25301-1407

Customer ID	Customer PO	Payment Terms	
cor		Net 30 Days	
Shipping Method		Ship Date	Due Date
PRODUCE OF U.S.A.		10/9/12	11/8/12
		UTI/TRITON	

Quantity	Item	Description	Unit Price	Amount
✓ 400.00	00102upr20sa2vynn	10#, US #2, RUSSET, 100/100 x 2	1.25	500.00
✓ 84.00	00601ufe40070mnt	50#, US NO 1, 70 SIZE, RUSSET 42 x 2	10.00	840.00
✓ 120.00	00502uqu400c3mnn	50#, RUSSET, 6 OUNCE MIN, MESH, 40 x 3	6.50	780.00
✓ 400.00	0050uwpr400a2mnn	50#, UNCLASSIFIED, WHITE, PINE RIVER, 40 x 10	5.50	2,200.00
✓ 80.00	00502rb400a2mnn	50#, RED A, 40 x 2	8.00	640.00
✓ 80.00	00502rb400a2mnn	50#, RED BEE, 40 x 2	9.00	720.00

Subtotal	5,680.00
Sales Tax	
Total Invoice Amount	5,680.00
Payment/Credit Applied	
TOTAL	5,680.00

Check/Credit Memo No:

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.

1307
 ENTERED
 1960
 D

10-25-12

Invoice

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

Date	Invoice #
10/3/2012	212282

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		10/5/2012		Delivered	
Quantity	Item Code	Description			Price Each	Amount
✓ 320	PRODUCE	Boxes of 25lb. 3X4 Vine-Ripe Tomatoes			13.25	4,240.00
160 ✓	PRODUCE	Boxes of 25lb. 4X5 Vine-Ripe Tomatoes			14.25	2,280.00 3,420.00
80		4x5 20 #			1140	912.00
✓ 160	PRODUCE	Boxes of 25lb. 5X5 Vine-Ripe Tomatoes			14.25	2,280.00
✓ 80	PRODUCE	Boxes of Medium Roma Tomatoes			19.95	1,596.00
✓ 160	PRODUCE	Boxes of 25lb. 5X6 Vine-Rips Tomatoes			13.25	2,120.00
Thank you for your patronage!					Total	

10/7/12



FRESH

NETWORK, LLC



Your Produce Problem Solvers

19040 Portola Drive - Salinas, CA 93908

SALINAS

Office: (831) 422-4100
Sales: (831) 422-5400

Fax (831) 424-5494
www.freshnetwork.com

PRODUCE

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

1304
INVOICE ENTERED
10-10-12

Invoice #: 62297 (10-10-12)
Invoice: 10/10/2012
Ship: 10/10/2012
Pay Terms: PACA net 10

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

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

Sale Terms: FOB	Salesperson: Bill Joest	Carrier:	
Order: 10/08/2012	Via:	Trailer Lic:	St:
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Price	Amount
Romaine Hearts 48 Green Product Of CA, USA	✓ 14	ctn	✓ 12.39	173.46
Romaine Liner 24 Green Product Of CA, USA	✓ 70	ctn	✓ 7.39	517.30
Green Leaf Liner 24 Product Of CA, USA	✓ 35	ctn	✓ 6.89	241.15
Kale Carton 24 Green Product Of CA, USA	✓ 16	ctn	✓ 9.39	150.24
Broccoli Broccolinn 18 Product Of CA, USA	✓ 2	ctn	✓ 24.89	49.78
Lettuce Liner 24 Product Of CA, USA	✓ 80	ctn	✓ 7.39	591.20
Lettuce Cello 24 Product Of CA, USA	✓ 80	ctn	✓ 8.39	671.20
Romaine Chop 6x2 Green Product Of CA, USA	✓ 80	ctn	✓ 11.75	940.00
Lettuce Shred 1/8 4x5 Product Of CA, USA	✓ 80	ctn	✓ 8.75	700.00
INVOICE TOTAL:	457			4,034.33

10/14/12

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

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

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

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

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: Cory BrothersAuthorized Signature: Billy J. Phelps Date: 10-30-12State of West VirginiaCounty of Lincoln, to-wit:Taken, subscribed, and sworn to before me this 30th day of October, 2012.My Commission expires Dec. 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Angela L. Nunnally
Purchasing Affidavit (Revised 07/01/2012)

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 & Rhelix
(Authorized Signature)

Billy Phelix Boyer
(Representative Name, Title)

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

10-30-12
(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: Belle J. Phelps
Date: 10-30-12 Title: Buyer